

## **AP803190 - Western Australian Civil Contracting Award 1998**

This Fair Work Australia consolidated award incorporates all amendments up to and including 5 February 2007 (variation [PR976048](#)).

Note: This award was terminated on 19 January 2012 (see [PR518977](#)) in accordance with item 3 of Schedule 5 of the *Fair Work (Transitional Provisions and Consequential Amendments Act) 2009*.

Clauses affected by the most recent amendment(s) are:

### [13. Allowances](#)

#### **About this Award:**

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*  
s.99 notification of industrial dispute

**The Australian Workers' Union**

and

**Civil Contractors Federation**  
(C No. 30279 of 1996)

Various employees

Building, metal and civil construction industries

COMMISSIONER TOLLEY

MELBOURNE, 3 SEPTEMBER 1998

*Wages and conditions – civil contracting industry in Western Australia.*

**AWARD**

**1. TITLE**

This award shall be known as the “Western Australian Civil Contracting Award 1998”.

## 2. ARRANGEMENT

[2 amended by [PR925839](#)]

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### **3. PREVIOUS AWARDS SUPERSEDED**

[3 substituted by [PR929536](#) ppc 19Mar03]

This award shall supersede each of the following awards - the Australian Workers' Union Construction and Maintenance (Consolidated) Award 1987 [Print G6898 [A0051]], or any Award superseding such Award (e.g. including but not limited to as a result of Award Simplification proceedings, etc), the Australian Workers' Union Construction and Maintenance Award 1989 [Print J0179 [A0516]], or any Award superseding such Award (e.g. including but not limited to as a result of Award Simplification proceedings, etc), and, except in relation to "major projects" as agreed by the parties, or in the absence of agreement, as determined by the Commission, the Construction and Maintenance (WA Appendix 2 Wages and Allowances) Interim Award 1994 [Print L2729 [C0547]], or any Award superseding such Award (e.g. including but not limited to as a result of Award Simplification proceedings, etc), but no right, obligation or liability already accrued or incurred under any such award(s) shall be affected by such supersession.

#### **4. NO REDUCTION**

Whilst this award shall operate as the “safety net” of fair wages and conditions, no existing employee (as at the date this award is made) shall experience a reduction in rates of pay as a consequence of the introduction of this award.

## **5. APPLICATION OF AWARD**

### **5.1 General**

Subject to the provisions of clause 5.2 hereof and clause 6 of this award, this award shall apply to the employment of persons engaged in or in connection with the construction, repair, maintenance or demolition of:

- 5.1.1** civil and/or mechanical engineering projects;
- 5.1.2** land sub-divisions, railways, roads, freeways, causeways, aerodromes, drains, dams, weirs, bridges, overpasses, underpasses, channels, waterworks, pipe tracks, tunnels, water and sewerage works, conduits, and all concrete work and preparation incidental thereto.
- 5.1.3** car parks excepting car park buildings and car parks within the alignment of a building;
- 5.1.4** sports and/or entertainment complexes.

### **5.2 Exceptions and limitations**

This award shall not apply to the employment of:

- 5.2.1** any building tradesman;
- 5.2.2** any builder's labourer or plumber's labourer employed on a building or building-type structure which is for the purpose of housing persons, goods or workshop equipment (other than mechanical or electrical plant).



## **6. LOCALITY**

This award shall apply only in the State of Western Australia.

## **7. OPERATION AND DURATION**

This award shall come into affect from 9July 1998 and shall continue in force for a period of twelve months.

## **8. PARTIES BOUND**

**8.1** This award shall apply to and be binding on:

**8.1.1** The Australian Workers' Union, its officials, officers, employees and members;  
and

**8.1.2 Employers**

[8.1.2 substituted by [PR929536](#) ppc 19Mar03]

**8.1.2.1** Those employers named in the Schedule of Employer Respondents and the employees of such employers who are engaged in any classification(s) to which this Award applies; and

**8.1.2.2** The Civil Contractors Federation [and therefore all full employer members (i.e. other than associate members) of the Civil Contractors Federation].

**8.2** No party shall be added to or removed from the scope and/or effect of this award unless unanimously approved by the award management committee established pursuant to the dispute settlement procedure of this award.

## **9. TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT**

### **9.1 Types of employment**

#### **9.1.1 General**

Subject to the exceptions and limitations hereinafter contained, an employer shall have the option of engaging any employee(s) either by the week or as a casual. Upon commencing work with an employer, an employee shall be classified under a classification prescribed in this award, and shall remain upon such classification and be paid the wage prescribed therefore unless or until re-classified. A weekly employee or a casual employee shall be entitled to one week's notice or one hour's notice respectively of any proposed re-classification by the employer.

#### **9.1.2 Weekly employment**

If the engagement is by the week:

- 9.1.2(a)** it shall be for a continuous period of at least twelve weeks;
- 9.1.2(b)** and the employee absents himself/herself from work, the employee's wages shall be subject to a deduction proportionate to the length of the employee's absence except when absent on paid sick or bereavement leave.

Subject to the above, an engagement shall be deemed to be and to continue by the week, unless the employer at the commencement of the engagement, or before any change by the employer of a weekly engagement of the employee to a casual engagement, expressly notifies the employee that the employee is to be engaged on a casual basis.

#### **9.1.3 Casual employment**

- 9.1.3(a)** In the case of a casual engagement, the relevant per hour rate prescribed by this award shall be applicable to the time actually worked by the employee, such time to be reckoned to the nearest quarter of an hour, any odd minutes not exceeding 7-1/2 in number to be disregarded.

[9.1.3(b) varied by [PR949109](#) ppc 07Sep04]

- 9.1.3(b)** An employee engaged as a casual (by the hour) shall be paid at an hourly rate inclusive of a loading of 25% in addition to the weekly rate which would be payable pursuant to this award had the employee been engaged by the week.

## **9.2 Termination of employment**

### **9.2.1 Summary dismissal**

Nothing in this award shall affect the employer's right to dismiss forthwith at any time an employee because of the latter's incompetence or misconduct, in which case the employee shall be paid all wages due to the time of dismissal only.

### **9.2.2 Employees engaged by the week**

Termination of a weekly engagement contract shall require one week's notice on either side, or forfeiture of one week's pay as the case may be. Provided that where termination is at the instigation of the employer, notice, or payment in lieu of notice, shall be at all times in accordance with the provisions of the *Workplace Relations Act 1996*.

### **9.2.3 Employees engaged on a casual basis**

Termination of all hourly engagements shall require one hour's notice on either side given at any time during the week, or the payment or forfeiture of one hour's pay, as the case may be.

## **10. STAND DOWN PROVISION**

The employer may deduct payment for any day the employee cannot be usefully employed because of any strike or because of any breakdown of machinery or because of any stoppage of work by any cause for which the employer cannot be held responsible.

## **11. CLASSIFICATIONS OF EMPLOYEES**

The following classifications of employees and/or work shall be covered by this award:

### **11.1 Operators of mechanical equipment**

#### **Group 1**

Entry level

#### **Group 2**

- (a) Operator, crawler tractor, up to 20 tonnes
- (b) Operator, pneumatic tyred tractor with power attachments, up to and including 75kW net engine power, including labouring duties
- (c) Operator, rear and bottom dump, up to and including 2m<sup>3</sup> struck capacity
- (d) Operator, backhoe/excavator
- (e) Operator, roller, powered, including labouring duties
- (f) Operator, roller, powered, vibrating, including labouring duties
- (g) Operator, trenching machine of the small Ditch-Witch type
- (h) Operator, bitumen sprayer
- (i) Screed operator, asphalt power
- (j) Mixer operator, asphalt plant (capacity of less than 10 tonnes of hot mix per hour)
- (k) Operator, concrete spreader, powered, self propelled
- (l) Operator, concrete finisher, powered, self propelled
- (m) Operator, concrete finisher, powered, hand propelled
- (n) Second-drive, navy and dragline or dredge type excavator

#### **Group 3**

- (a) Operator, crawler tractor with power operated attachments, 20 tonnes to 50 tonnes
- (b) Operator, pneumatic tyred tractor with power operated attachments, above 75kW up to and including 150kW net engine power
- (c) Operator, drawn grader
- (d) Operator, trenching machine, chain type, up to and including 1.5m depth or up to and including 30mm width
- (e) Operator, pile driver (power operated winch)
- (f) Operator, rear and bottom dump of capacity above 2 cubic metres struck capacity, up to and including 15 cubic metres struck capacity
- (g) Driver of bitumen sprayer
- (h) Operator, aggregate loader (Country Roads Boards, Victoria model)
- (i) Operator, asphalt paver
- (j) Mixer operator, asphalt plant (capacity of more than 10 tonnes of hot mix per hour)
- (k) Full time operator, roller, powered, up to 25 tonnes
- (l) Full time operator, roller, powered, vibrating, up to 12 tonnes
- (m) Locomotive driver, petrol, oil, pneumatic or electric driven (if carrying passengers and additional rate of 50)

- (n) Operator, crawler loader, up to and including 95kW net engine power
- (o) Operator, pneumatic tyred loader, up to and including 95kW
- (p) Operator, excavator, up to 1m<sup>3</sup> capacity

#### **Group 4**

- (a) Operator, crawler tractor with power operated attachments, 50 tonnes to 80 tonnes
- (b) Operator, grader, power operated, below 95kW net engine power
- (c) Operator, excavator, 1m<sup>3</sup> to 2m<sup>3</sup> capacity
- (d) Operator, trenching machine ladder type, depth greater than 1.5m up to 2.4m and width above 300mm up to 450mm and bucket wheel trencher with equivalent capacity in cubic metres per hour
- (e) Operator, pneumatic tyred tractor with power operated attachments, from 150kW to 250kW net engine power
- (f) Operator, self powered scraper, up to and including 15m<sup>3</sup> struck capacity
- (g) Operator, rear and bottom dump above 15 cubic metres struck capacity, up to and including 30 cubic metres struck capacity
- (h) Operator, crawler loader, from 95kW to 200kW net engine power
- (i) Operator, pneumatic tyred loader, from 95kW to 200kW net engine power
- (j) Operator, roller, powered, over 25 tonnes
- (k) Operator, roller, powered, vibrating, over 12 tonnes
- (l) Operator, special track laying, fixing or levelling machine (employed on railway construction in Western Australia)

#### **Group 5**

- (a) Operator, crawler tractor with power operated attachments, 80 tonnes to 100 tonnes
- (b) Operator, grader, power operated, from 95kW to 200kW net engine power
- (c) Operator, self powered scraper, from 15m<sup>3</sup> to 25m<sup>3</sup> struck capacity
- (d) Operator, excavator, 2m<sup>3</sup> to 4m<sup>3</sup> capacity
- (e) Operator, trenching machine ladder type, greater than 2.4 metres depth and minimum 450mm width and bucket wheel trencher equivalent in m<sup>3</sup> per hr.
- (f) Operator, rear and bottom dump, above 30 cubic metres stuck capacity, up to and including 60 cubic metres stuck capacity
- (g) Operator, crawler loader, from 200kW to 300kW net engine power
- (h) Operator pneumatic tyred loader from 200kW to 300kW net engine power

#### **Group 6**

- (a) Operator, excavator, above 4m<sup>3</sup> capacity
- (b) Operator, grader, power operated, above 200kW net engine power
- (c) Operator, pneumatic tyred loader, above 300kW net engine power
- (d) Operator, crawler tractor, with power operated attachments, above 100 tonnes
- (e) Operator, rear and bottom dump, above 60m<sup>3</sup> struck capacity
- (f) Operator, self powered scraper, above 25m<sup>3</sup> struck capacity

### **11.2 Mobile crane operators**

Operator(s) of mobile crane with lifting capacity of:



- (a) Up to 8 tonnes
- (b) In excess of 8 tonnes and not exceeding 15 tonnes
- (c) In excess of 15 tonnes and not exceeding 40 tonnes
- (d) In excess of 40 tonnes and not exceeding 80 tonnes
- (e) In excess of 80 tonnes and not exceeding 100 tonnes
- (f) In excess of 100 tonnes and not exceeding 140 tonnes
- (g) In excess of 140 tonnes and not exceeding 180 tonnes
- (h) In excess of 180 tonnes and not exceeding 220 tonnes
- (i) In excess of 220 tonnes

### **11.3 General hands**

#### **Classification 1**

Entry level

#### **Classification 2**

- (a) Aluminum alloy structural erector
- (b) Assistant powder monkey (as defined)
- (c) Assistant rigger (as defined)
- (d) Bar bending machine operator
- (e) Bitumen worker (as defined)
- (f) Chainman
- (g) Concrete cutting or drilling machine operator
- (h) Concrete floater (as defined)
- (i) Concrete formwork stripper
- (j) Concrete gang worker
- (k) Concrete gun or pump operator
- (l) Crane chaser/crane hand/gantry hand
- (m) Demolition labourer
- (n) Dump cart operator
- (o) Fencer (as defined)
- (p) Gear hand
- (q) Jackhammerman
- (r) Kerb and gutter layer
- (s) Pick or shovelman
- (t) Steel erector
- (u) Tradesman's labourer

#### **Classification 3**

- (a) Concrete batching plant operator
- (b) Concrete finisher (as defined)
- (c) Foundation shaftsman (as defined)
- (d) Hoist or winch driver
- (e) Manhole builder
- (f) Pitcher or beacher (as defined)
- (g) Powder monkey

- (h) Power driven portable saw, employee operating
- (i) Scaffolder (as defined)
- (j) Spotter
- (k) Steel fixer (including tack welder)
- (l) Storeman
- (m) Tool sharpener (as defined)
- (n) Traffic controller
- (o) Wall builder (as defined)

#### **Classification 4**

- (a) Crusher operator, aggregate
- (b) Dogman
- (c) Drainer
- (d) Form setter
- (e) Operator, drilling machine, up to and including 155mm diameter
- (f) Paviour (including segmental paving)
- (g) Pipe layer (any kind of pipes)
- (h) Renderer (as defined) in pipes, tunnels or covered drains
- (i) Rigger
- (j) Timberman (as defined)

#### **Classification 5**

- (a) Operator, drilling machine, over 155mm to 230mm diameter
- (b) Shaft or trench sinker
- (c) Tunneller 2 (as defined)
- (d) Winding and haulage driver

#### **Classification 6**

- (a) Operator, drilling machine, over 230mm diameter
- (b) Operator, tunnel boring machine
- (c) Operator, tunnel excavating machine (Alpine)
- (d) Tunneller 1 (as defined)

## 12. RATES OF PAY

### 12.1 General

[12.1.1 substituted by [PR929536](#) ppc 19Mar03; varied by [PR949109](#) ppc 07Sep04; substituted by [PR961872](#) ppc 07Sep05]

**12.1.1** The weekly rate of pay for employees shall be in accordance with the minimum rate for the relevant grade as prescribed hereunder, which are 'all-inclusive' actual weekly rates:

<b>Grade</b>	<b>Minimum rate per week</b> \$	<b>Hourly Rate</b> \$
1	508.80	13.39
2	527.80	13.89
3	560.10	14.74
4	596.30	15.69
5	624.60	16.44
6	662.60	17.44

**12.1.2** The above rates are established on the following basis:

**12.1.2(a)** Of being:

**12.1.2.(a)(1)** all inclusive, total weekly rates of pay; and

**12.1.2.(a)(2)** inclusive of industry and like allowances for disabilities as listed in clause 12.2 hereof.

**12.1.2(b)** That such rates:

**12.1.2.(b)(1)** are skill based, related to the skills of employees as required by the employer; and

**12.1.2.(b)(2)** bear no resemblance or relevance to the classifications listed in clause 11 of this award.

**12.1.3** The application of such rates shall be in accordance with decisions of the award management committee, if necessary with recourse to the Commission pursuant to clause 15.1.4 of this award, including, if necessary, with recourse to arbitrated proceedings.

#### **12.1.4 Arbitrated safety net adjustment**

[12.1.4 substituted by [PR929536](#) [PR949109](#); [PR961872](#) ppc 07Sep05]

The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review—Wages June 2005* decision [[PR002005](#)]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

- 12.1.5** Leave is reserved for the parties to apply to vary this award to incorporate a formal skills based career path, based on the skills required of an employee by the employer, following the implementation and trial of the rates of pay concept incorporated at clause 12.1.1 hereof.

#### **12.2 Weekly rates of pay are all inclusive**

The weekly rates of pay prescribed herein are all inclusive rates and include compensation for the following disabilities associated with working in the industry:

- 12.2.1** climatic conditions when working in the open on all types of work;
- 12.2.2** the physical disadvantages of site work;
- 12.2.3** dust blowing in the wind on construction sites;
- 12.2.4** sloppy or muddy conditions associated with the initial and/or, other stages of construction;
- 12.2.5** drippings from newly poured concrete;
- 12.2.6** the lack of usual amenities.

#### **12.3 Mixed functions**

- 12.3.1** Where an employee is required to do, and does on any one day for a time exceeding two hours in the aggregate, work for which a higher rate is prescribed than for other work done by him/her on that day, he/she shall be paid at not less than such higher rate for all work done by him/her on that day.
- 12.3.2** In all other cases, where an employee does more than one class of work, he/she shall be paid for each class proportionately to the time he/she works thereat.

### 13. ALLOWANCES

#### 13.1 Location allowances

[13.1.1 varied by [PR949109](#) [PR961872](#); [PR976048](#) ppc 05Feb07]

**13.1.1** Subject to the provisions of this clause, in addition to the rates prescribed in clause 11.1 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.

<b>Town</b>	<b>Per week</b> \$
Agnew	17.80
Argyle	46.80
Balladonia	17.90
Barrow Island	30.40
Boulder	7.40
Broome	28.40
Bullfinch	8.40
Carnarvon	14.50
Cockatoo Island	31.20
Coolgardie	7.40
Cue	18.10
Dampier	24.60
Denham	14.50
Derby	29.50
Esperance	5.30
Eucla	19.80
Exmouth	25.70
Fitzroy Crossing	35.70
Goldsworthy	15.70
Halls Creek	41.00
Kalbarri	6.20
Kalgoorlie	7.40
Kambalda	7.40
Karratha	29.40
Koolan Island	31.20
Koolyanobbing	8.40
Kununurra	46.80
Laverton	18.00
Learmonth	25.70
Leinster	17.80
Leonora	18.00
Madura	18.90
Marble Bar	45.00
Meekatharra	15.60

<b>Town</b>	<b>Per week</b> \$
Mount Magnet	19.50
Mundrabilla	19.40
Newman	17.00
Norseman	15.40
Nullagine	44.90
Onslow	30.40
Pannawonica	23.00
Paraburdo	22.90
Port Hedland	24.50
Ravensthorpe	9.40
Roebourne	33.80
Sandstone	17.80
Shark Bay	14.50
Shay Gap	15.70
Southern Cross	8.40
Telfer	41.60
Teutonic Bore	17.80
Tom Price	22.90
Whim Creek	29.20
Wickham	28.30
Wiluna	18.00
Wittenoom	39.80
Wyndham	44.00

**13.1.2** Except as provided in clause 13.1.3 hereof, an employee who has:

**13.1.2(a)** a dependant, shall be paid double the allowance prescribed above;

**13.1.2(b)** a partial dependant, shall be paid the allowance prescribed above, plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.

**13.1.3** Where an employee:

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

**13.1.3(b)** is provided with an allowance in lieu of board and lodging;

such employee shall be paid  $66\frac{2}{3}\%$  of the allowances prescribed in clause 13.1 hereof.

**13.1.4** Subject to clause 13.1.2 hereof, 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.

**13.1.5** 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.

**13.1.6** 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.

**13.1.7** For the purposes of this clause:

**13.1.7(a)** "Dependant" shall mean:

**13.1.7(a)(1)** a spouse or de facto spouse; or

**13.1.7(a)(2)** a child where there is no spouse or de facto spouse;

who does not receive a district or location allowance, but shall exclude a dependant whose salary/wage package includes a consideration of the purposes for which the location allowance is payable pursuant to the provisions of this clause.

**13.1.7(b)** "Partial dependant" shall mean a "dependant" as prescribed in clause 13.1.7(a) hereof who receives a district or location allowance which is less than the location allowance prescribed in clause 13.1.1 hereof.

## **13.2 Meal allowance**

[13.2 varied by [PR949109](#) [PR961872](#); [PR976048](#) ppc 05Feb07]

An employee required to work, without notification the previous day or earlier, overtime in excess of 1½ hours after working ordinary hours, shall be paid an amount of \$9.70 to meet the cost of a meal or shall, at the option of the employer, be provided by the employer with an adequate and suitable meal.

## **13.3 Fares and travelling allowance**

**13.3.1** The following allowances shall be paid by employers to compensate for fares and travelling time to and from the place of work incurred by employees:

[13.3.1(a) varied by [PR949109](#) [PR961872](#); [PR976048](#) ppc 05Feb07]

**13.3.1(a)** Within a radius of 50 km of the GPO Perth - \$13.10 per day.

**13.3.1(b)** In respect of work carried out from an employer's depot situated more than 50 km from the GPO Perth, the main post office in the town in which such depot is situated shall be substituted as the centre and the allowance referred to in clause 13.3.1(a) hereof shall apply to all work located within a radius of 50 km of such centre.

[13.3.1(c) varied by [PR949109](#) [PR961872](#); [PR976048](#) ppc 05Feb07]

**13.3.1(c)** Where an employee travels daily to a job outside the radial area mentioned in clauses 13.3.1(a) and 13.3.1(b) hereof, he/she shall be paid at the ordinary hourly "on site" rate calculated to the next quarter of an hour, with a minimum payment as for one half hour, for each return journey, for any time outside working hours reasonably spent in travelling daily from the designated kilometre radius to a job and returning to that radius, in addition to the allowance prescribed in clause 13.3.1(a) hereof, plus any expenses necessarily and reasonably incurred in so travelling outside such radius, provided that where an employee uses his/her own vehicle, such expenses shall be paid at the rate of \$0.39 per kilometre travelled outside such radius.

**13.3.1(d)** Clauses 13.3.1(a), (b) and (c) hereof shall not apply to any employee employed at the Alcoa site at Wagerup.

**13.3.2** The abovementioned allowance shall not be payable:

**13.3.2(a)** If the employer provides or offers to provide transport free of charge to the employee.

**13.3.2(b)** Where the employer provides a vehicle for the use of the employee(s).

**13.3.2(c)** Where an employee is based at a depot or centre.

#### **13.4 Country work allowance**

[13.4.1 varied by [PR949109](#) [PR961872](#); [PR976048](#) ppc 05Feb07]

**13.4.1** On country work where camping facilities are not provided and travel cannot be made by a public conveyance, an employee required to travel to or from the place of work shall, unless a conveyance be provided by the employer (free of charge) to transport him/her to and from the place of work and a central pick-up place, be paid allowances in accordance with the following scale:

	<b>Per day</b>
	<b>\$</b>
<b>13.4.1(a)</b> 3 kilometres each way and up to and including 8 kilometres each way	6.20
<b>13.4.1(b)</b> Over 8 kilometres each way and up to and including 16 kilometres each way	10.80
<b>13.4.1(c)</b> Over 16 kilometres each way and up to and including 32 kilometres each way	13.10
<b>13.4.1(d)</b> Over 32 kilometres each way	16.25

**13.4.2** The allowances under clauses 13.4.1(b) and (c) hereof shall not apply to an employee permanently attached to a depot or centre.



### **13.5 Distant work allowance**

[13.5.1 varied by [PR949109](#) [PR961872](#); [PR976048](#) ppc 05Feb07]

**13.5.1** Where an employee is sent from one place to another and cannot reasonably return to his/her home each night, he/she shall be paid an allowance of \$50.50 per day or part thereof for the first six days and \$353.00 per week of seven days thereafter, except where camping facilities are provided by the employer for the employee.

Provided also that the foregoing rates of allowance shall be increased if the employee satisfies the employer that he/she reasonably incurred an expenditure greater than the amount specified.

Provided further that, notwithstanding the provisions elsewhere prescribed herein, if an employer elects to provide suitable board and lodging free of charge for an employee, such allowances shall not be payable.

**13.5.1(a)** Notwithstanding any of the provisions of this clause, where the location of a distant job is north of latitude 26 degrees south, or in any other area where air transport is the only practicable means of travel, an employee may return home after four months' continuous service and shall, in such circumstances, be entitled to two days' leave with pay in addition to the weekend. Thereafter, the employee may return home after each further period of four months' continuous service, and in each case he/she shall be entitled to two days' leave of which one day shall be paid leave. Payment for leave and reimbursement for any economy air fare paid by the employee shall be made at the completion of the first pay period commencing after the date of return to the job.

**13.5.1(b)** The employer shall obtain and the applicant shall provide the employer with a statement in writing of his/her usual place of residence at the time the employee is engaged and no subsequent change of address shall entitle an employee to the provisions of this clause unless the employer agrees.

**13.5.1(c)** The employee shall inform his/her employer in writing of any subsequent change in his/her usual place of residence.

**13.5.1(d)** The provisions of this clause shall apply wherever the employee is engaged.

### **13.5.2 Weekend return home**

[13.5.2(a) varied by [PR949109](#) [PR961872](#); [PR976048](#) ppc 05Feb07]

**13.5.2(a)** An employee who works as required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the employer or his/her representative, no later than Tuesday of each week, of his/her intention to return to his/her usual place of residence for the weekend, shall be paid an allowance of \$27.40 for each occasion.

**13.5.2(b)** Clause 13.5.3(a) hereof shall not apply to an employee who is receiving a payment in lieu of board and lodging being provided by the employer or who is receiving a camping allowance.

**13.5.2(c)** When an employee returns to his/her usual place of residence for a weekend or part of a weekend and does not absent himself/herself from the job for any of the ordinary working hours, no reduction of the allowance prescribed in clause 13.5.1 hereof shall be made.

### **13.5.3 Payment of fares**

**13.5.3(a)** The fares of an employee proceeding for the first time from the place of engagement to work outside the metropolitan area of Perth shall be paid by the employer, who may deduct the amount thereof from such employee's first or later wages.

Provided that the amount so deducted shall be refunded to the employee if he/she continues to work for the employer for at least two months or, if the work ceases sooner, for so long as the work continues.

**13.5.3(b)** If the employee continues to work for an employer according to the requirements as stipulated in clause 13.3.4(a) hereof, the employer shall, on termination of the employee's engagement by the employer, except in the case of misconduct by the employee, pay the fare of the employee back from the place of work to the place of engagement if the employee so desires.

### **13.6 Camping allowance**

[13.4 renumbered as 13.6 by [Q6467](#) from 09Jul98]

[13.6.1 varied by [PR949109](#) [PR961872](#); [PR976048](#) ppc 05Feb07]

**13.6.1** Employees who are required to camp or to live at the site of any work, either by direction of the employer, or because no reasonable transport facilities are available to enable them to proceed to and from their homes each day, shall be paid a camping allowance of \$134.50 for every complete week they are available for work. Such weekly allowance is to cover any fares incurred at the weekend by employees travelling away from camp to their homes and return, but an employee who is absent from duty without the employer's approval on the working day immediately prior to or succeeding a weekend shall be paid as provided in the following sentence. If required to be in camp for less than a complete week, they shall be paid \$19.20 per day, including any Saturday or Sunday if in camp and available for work on the working days immediately preceding and succeeding such Saturday and Sunday.

[13.6.2 varied by [PR949109](#) [PR961872](#); [PR976048](#) ppc 05Feb07]

**13.6.2** Provided, however, where an employer at his/her own cost, provides the employee with a proper mess room and cooks the employee's food free of charge, the allowance provided in clause 13.4.1 hereof shall be reduced to \$74.00 per week, or \$10.60 per day, as the case may be.

**13.6.3** Notwithstanding the provisions elsewhere prescribed in this clause, if an employer elects to provide full board and suitable camp lodging, the allowance prescribed herein shall not be payable.

### **13.7 Clothing and spectacles allowances**

[13.5 renumbered as 13.7 by [Q6467](#) from 09Jul98]

[13.7.1 varied by [PR949109](#) [PR961872](#); [PR976048](#) ppc 05Feb07]

**13.7.1** The employer shall be responsible, up to a maximum allowance of \$855.00, for an employee's clothing which may be destroyed by fire in a changing house or other shelter. Provided that such destruction is not in any way caused by the employee's own act or neglect.

**13.7.2** Where an employee during the course of his/her employment, suffers loss or damage to his/her spectacles caused by fire, molten metal or corrosive substances, he/she shall be compensated by the employer to the extent of the loss or damage sustained. Provided further that this clause shall not apply when an employee is entitled to workers' compensation in respect to the damage.

### **13.8 First aid allowance**

[13.6 renumbered as 13.8 by [Q6467](#) from 09Jul98; varied by [PR949109](#) [PR961872](#); [PR976048](#) ppc 05Feb07]

The employer shall employ a person with first aid qualifications on all large works, and a person with first aid knowledge in other circumstances reasonably requiring same. Any employee appointed by the employer to perform first aid duty in any gang shall be paid 97 cents per day in addition to his/her ordinary rate.

Provided that any person so appointed, holding first aid qualifications from St John Ambulance or a similar body, shall, in addition, be paid a further amount of 78 cents per day.

### **13.9 Accident allowance/pay**

[13.7 renumbered as 13.9 by [Q6467](#) from 09Jul98]

The circumstances under which an employee shall qualify for accident/allowance pay shall be as prescribed hereunder:

- 13.9.1** 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 provisions of the Western Australian workers' compensation legislation, as amended from time to time.
- 13.9.2** "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 said workers' compensation legislation and the employee's appropriate 38 hour award rate and accrued entitlements prescribed by this award or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said award rate for that period.
- 13.9.3** An employer shall pay, or cause to be paid, accident pay during the incapacity of the employee within the meaning of the said legislation, until such incapacity ceases or until the expiration of a period of 26 weeks from the date of injury, whichever event shall first occur.
- 13.9.4** 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 said legislation 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.
- 13.9.5** In the event that the employee receives a lump sum in redemption of weekly payments under the said legislation, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.
- 13.9.6** An employer may at any time apply to the 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/her employees than the provisions of the clause.

## **14. HOURS OF WORK**

**14.1** The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

- 14.1.1** 38 hours within a work cycle not exceeding seven consecutive days; or
- 14.1.2** 76 hours within a work cycle not exceeding fourteen consecutive days; or
- 14.1.3** 114 within a work cycle not exceeding 21 consecutive days; or
- 14.1.4** 152 hours within a work cycle not exceeding 28 consecutive days; or
- 14.1.5** any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed upon between the employer and the majority of employees affected.

**14.2** 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 5.00 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 affected.

**14.3** The ordinary hours of work prescribed herein shall not exceed ten in any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to agreement between the employer and the majority of employees affected. Further provided, that with the approval of the award management committee (and not otherwise) ordinary working hours not exceeding twelve on any day may be worked.

### **14.4 Meal break**

**14.4.1** The ordinary hours of work shall be consecutive except for a meal interval which shall not exceed one hour and shall be taken in accordance with arrangements agreed upon between the employer and the majority of employees affected.

**14.4.2** The time of taking a scheduled meal or rest break by one or more employees may be altered by the employer if it is necessary to do so in order to meet a requirement for continuity of operations.

**14.4.3** An employer may stagger the time of taking a meal or rest break to meet operational requirements.

### **14.5 Implementation of 38 hour week**

**14.5.1** The method of implementation of the 38 hour week may be any of the following:

- 14.5.1(a)** by employees working less than eight ordinary hours each day; or

- 14.5.1(b)** by employees working less than eight ordinary hours on one or more days each week; or
  - 14.5.1(c)** by fixing one day of ordinary working hours on which all employees will be off duty during that particular work cycle; or
  - 14.5.1(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.
- 14.5.2** Different methods of implementation of a 38 hour week may apply to various groups or sections of employees in the establishment concerned.

#### **14.6 Early start**

Provided that, by agreement between the employer and the majority of employees affected, the ordinary hours of work may commence earlier than as prescribed by this award.

**14.7** Where special circumstances exist and a majority of employees affected desire to work longer hours on any day they may, subject to the consent of the employer, be permitted to do so without payment of any penalty rate, provided the longer hours so worked do not exceed two on any one day in the prescribed working week.

**14.8** By agreement between an employer and an employee, rostered days off (where applicable) may be banked by that employee in any one year and taken later in the year at a mutually agreed time or times.

## **15. DISPUTE SETTLEMENT PROCEDURES**

### **15.1 Award management committee**

**15.1.1** To facilitate the prompt resolution of any dispute(s), including in relation to the operation of this award, whether 'on the job' or otherwise, an award management committee shall be established as follows:

**15.1.1(a)** The award management committee shall be comprised of the following three persons:

**15.1.1(a)(1)** the WA branch secretary of The Australian Workers' Union;  
and

**15.1.1(a)(2)** the executive director and the president of the WA branch of the Civil Contractors Federation ("CCF").

**15.1.1(b)** The persons referred to in clause 15.1.1(a) hereof may appoint a nominee to act in their absence.

**15.1.1(c)** The award management committee shall meet as often as is required to ensure the proper, effective and efficient operation of work under this award.

**15.1.1(d)** Any action taken by the award management committee shall be based on a unanimous decision taken by the persons referred to clause 15.1.1(a) hereof.

**15.1.2** The award management committee shall also have responsibility for approving any extension of the scope of this award, including in relation to the addition of any additional employer(s) or registered organisation(s).

**15.1.3** Any dispute in relation to the classification, or re-classification (as the case may be), of any employee(s) in relation to the grades of employees listed in clause 12.1 of this award, shall be determined by the award management committee.

**15.1.4** In the event that any dispute(s) cannot be resolved through the award management committee reaching a resolution in accordance with the provisions of clause 15.1.1(d) hereof, the matter shall be referred to the Australian Industrial Relations Commission for assistance, initially through a conciliation conference.

### **15.2 Work related ('on the job') disputes**

Subject to the provisions of the *Workplace Relations Act 1996*, as operative from time to time, any dispute or claim shall be dealt with in the undermentioned manner:

**15.2.1** The matter shall first be discussed by the employee with the oreperson.

- 15.2.2** If not settled, the matter shall then be discussed between the accredited union representative and the industrial officer or other appropriate officer of the employer.
- 15.2.3** If not settled, the matter shall be further discussed between the branch secretary or other appropriate official of the union and the appropriate representative of the employer. Alternatively, the matter may be discussed between a representative of the federal office of the union and the employer representative.
- 15.2.4** If the matter is still not settled, it shall be submitted to the Australian Industrial Relations Commission.
- 15.2.5** Where the above procedures are being followed work, shall continue normally. No party shall be prejudiced as to final settlement by the continuance of work with this clause.
- 15.2.6** This clause shall not apply to any dispute as to a bona fide safety issue, as such disputes shall be settled in accordance with the relevant state legislation, not otherwise.



## **16. LOADINGS**

### **16.1 Casual employees**

[16.1 varied by [PR949109](#) ppc 07Sep04]

An employee engaged on a casual basis shall be paid a loading of 25%, based on an hourly rate ascertained by dividing the applicable rate in clause 12.1 of this award by 38.

### **16.2 Shift work**

The loadings applicable for employees working shift work shall be as prescribed in clause 21 of this award.

## **17. PENALTY RATES**

### **17.1 General**

**17.1.1** Except as in this award otherwise provided, all time worked in excess of and outside the ordinary hours of work, inclusive of time worked for accrual purposes as prescribed in clauses 15 and 16 of this award, shall be paid for at one and half times the ordinary prescribed rate for the first two hours and at double the ordinary prescribed rate for all time thereafter.

**17.1.2** In computing overtime, each day's work shall stand alone.

**17.1.3** Notwithstanding any other provision of this award, if an employee is required by the employer to be for any time anywhere only for the purposes of the employer in respect of the business in which the employee is employed, the employee shall be deemed to be on duty for the employer during such time, and shall be paid at the appropriate prescribed rate for so much of such time as is spent in work, and at the ordinary minimum rate for so much of such time as is not so spent.

Provided that this clause shall not apply to any time spent by an employee in the course of going to or coming from any yard, camp, depot or picking up place of the employer, or in the course of going into a place of work for the purpose of starting work, or in the course of coming therefrom after ceasing work.

**17.1.4** For the purpose of computation of overtime under this clause, a day shall mean all the time between the normal commencing time of one day and the normal commencing time of the next succeeding day, but a Saturday shall mean all the time between midnight Friday and midnight Saturday, and a Sunday shall mean all the time between midnight Saturday and midnight Sunday.

### **17.2 Sundays and public holidays**

**17.2.1** An employee required to work on a Sunday shall be paid at double the ordinary prescribed rate.

**17.2.2** An employee required to work on a public holiday shall be paid at 2<sup>1</sup>/<sub>2</sub> times the ordinary prescribed rate.

### **17.3 Call out**

#### **17.3.1 Day workers**

##### **17.3.1(a) Mondays to Fridays**

An employee called out to work after the expiration of his/her customary working time and after he/she has left work for the day on Mondays to Fridays, shall be paid for a minimum of four hours' work, calculated at one and a half times the ordinary prescribed rate for each time he/she is so called out. Provided that the employee, if required to work for two hours or more, shall be paid for a minimum of four hours' work, calculated at one and a half times the ordinary prescribed rate for the first two hours and at double the ordinary prescribed rate thereafter.

### **17.3.1(b) Saturdays**

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

### **17.3.1(c) Sundays and public holidays**

An employee called out to work on a Sunday or on a public holiday, shall be paid for a minimum of three hours' work, calculated at the appropriate rate for the first call out and for the actual time worked at each subsequent call out.

### **17.3.1(d) Shift workers**

A shift worker called out to work after the expiration of his/her customary working time and after he/she has left work for the shift, or is called out to work on a day on which he/she is rostered off, shall be paid for a minimum of three hours' work, calculated at double the ordinary prescribed rate for each time he/she is so called out. Provided that, if called out on a public holiday, payment shall be calculated at the appropriate rate.

## **17.4 Rest period after performing overtime duty**

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

**17.4.2** An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day so that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of his/her employer, such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

- 17.4.3(a)** for the purpose of changing shift rosters; or
- 17.4.3(b)** where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or
- 17.4.3(c)** where a shift is worked by arrangement between the employees themselves.

## **17.5 Work during meal intervals**

- 17.5.1** If, when the meal time customary in the industry arrives, an employee is required to continue working, and his/her meal interval is thereby deferred, he/she shall be paid at the rate of time and a half for the first half hour of such deferment and at the rate of double time for any further time elapsing until he/she gets a meal interval of the customary duration.

Provided that if the continuance of work is reasonably necessary and could not have been avoided by any reasonable action of the employer, the employee shall be allowed time not exceeding twenty minutes before such penalty rate begins to accrue.

- 17.5.2** If on a day, not a Sunday or a holiday, an employee after working for five hours without a meal break does not then get a meal interval of the customary duration, he/she shall be paid at the rate of double time for all time elapsing from the end of the five hours until he/she gets such interval.
- 17.5.3** An employee shall not be compelled to work for more than four hours on a Sunday or holiday without a meal interval of at least 45 minutes.

## **18. LEAVE**

### **18.1 Annual leave**

#### **18.1.1 General**

**18.1.1(a)** The following conditions shall apply in respect of annual leave for all employees:

**18.1.1(a)(1)** An employee who has been in the constant service of the one employer for at least one year (less the period of annual leave) and who has not absented himself/herself from employment without leave shall, for each completed year of such service, be entitled to leave of absence for a period equal to 28 consecutive days; the period to be reckoned in addition to any of the holidays prescribed by this award and shall, in respect of that period, be paid his/her rate of wage as if he/she had worked instead of taking leave.

**18.1.1(a)(2)** Provided that the said annual leave, by agreement between the employer and the employee concerned, may be given and taken in two periods.

**18.1.1(b)** In addition to the leave prescribed in clause 18.1.1(a)(1) hereof, seven day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed seven consecutive days' leave, including non-working days.

Where an employee is engaged for part of a twelve monthly period as a seven day shift worker, he/she shall be entitled to have the period of annual leave prescribed in clause 18.1.1(a)(1) hereof increased by half a day for each month he/she is constantly engaged as aforesaid.

**18.1.1(c)** The following conditions shall apply in respect of annual leave for employees whose services terminate.

Should the employment be terminated by either party before the completion of twelve months' employment, the employee (other than a shift worker as defined in clause 18.1.1(b) hereof) shall be paid 1/6th of a fortnight's wages for each month of employment, calculated to the nearest month; shift workers as defined in clause 18.1.1(b) hereof shall be paid 10/47ths of a fortnight's wages for each month of employment, calculated to the nearest month.

Provided that should the employment be terminated by either party before the completion of twelve months' employment, the employee (other than a shift worker as defined in clause 18.1.1(b) hereof) shall be paid 1/6th of a fortnight's wages for each month of employment, calculated to the nearest month; shift workers as defined in clause 18.1.1(b) hereof shall be paid 10/47ths of a fortnight's wages for each month of employment, calculated to the nearest month.

**18.1.1(d)** In calculating service under this clause, all periods of leave without pay or absence on account of sickness or injury and for which an employee is not paid as sick leave under this award shall not count. Provided, however, this exclusion shall not apply to an injury for which compensation is payable under the workers' compensation legislation in respect of a period of less than twelve months.

**18.1.1(e)(1)** Each employee, if he/she so desires, before going on leave, shall be paid the wages which would ordinarily accrue to him/her pursuant to this award during the currency of the leave.

**18.1.1(e)(2)** Subject to clause 17.1.2 of this award, the rate of wage to be paid to a shift worker shall be at the rate prescribed for work in ordinary time by this award according to the employee's roster or projected roster including Saturday, Sunday and holiday shifts.

**18.1.1(e)(3)** The rate of wage to be paid in the case of an employee employed on bonus work or any other system of payment by results shall be the rate which is the weekly average of payments made to the employee under such scheme for the period actually worked by him/her during ordinary hours during the last three monthly period in respect of which such payments have been calculated prior to the time of going on leave or lawful termination of employment as the case may be.

**18.1.1(f)** The annual leave provided for by this clause shall be allowed within a period not exceeding six months from the date when the right to annual leave accrued and/or shall be taken after not less than two weeks' notice to the employee.

**18.1.1(g)** The provisions of this clause shall not apply to casual employees.

## **18.1.2 Annual leave loading**

### **18.1.2(a) General**

In addition to the payment prescribed in clause 18.1.1(a) hereof, an employee shall receive during a period of annual leave a loading of 17-1/2% calculated on the appropriate wage rates and allowances prescribed in this award (excluding any loading for overtime), for the ordinary hours of work per week.

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

### **18.1.2(b) Shift workers**

An employee, who would have worked on shift work had he/she not been on annual leave, shall be paid an additional loading of 17-1/2% calculated in accordance with the provisions of clause 18.1.2(a) hereof.

Provided that where the employee would have received shift loadings prescribed by this award had he/she not been on leave during the relevant period and such loadings would have entitled him/her to a greater amount than the loading of 17-1/2%, then the shift loadings shall be added to the ordinary rate of wage prescribed in lieu of the 17-1/2% loading.

Provided further that if the shift loadings would have entitled him/her to a lesser amount than the loading of 17-1/2%, then such loading of 17-1/2% shall be added to the rate of wage prescribed in lieu of shift loadings.

### **18.1.2(c) Bonus or payment by results workers**

An employee employed on bonus work or any other system of payment by results shall be paid an additional loading of 17-1/2%, calculated in accordance with the provisions of clause 18.1.2(a) hereof.

Provided that where the additional loading prescribed in clause 18.1.2(b) hereof by payment of weekly average earnings exceeds the loading of 17-1/2%, then such additional amount shall be paid in lieu of 17-1/2%.

Provided further that if such additional amount based on weekly average earnings is less than the loading of 17-1/2 %, then such loading of 17-1/2% shall be added to the rate of wage prescribed in lieu of that additional amount.

## **18.2 Sick leave**

**18.2.1** After four weeks' service, an employee engaged by the week who is absent from work on account of personal illness or on account of injury by accident for which he/she is not entitled to workers' compensation shall, on production (within 48 hours of the commencement of such absence) of evidence of his/her illness or injury satisfactory to the employer, be entitled to leave of absence on his/her prescribed rate of pay as detailed hereunder:

Eight days' sick leave in the first year of employment and ten days' sick leave in the second and subsequent years of employment with that employer.

**18.2.2** Such sick leave shall accumulate from year to year so that any balance of the period specified in clause 18.2.1 hereof which has in any year not been allowed to an employee by an employer as paid sick leave, may be claimed by the employee and, subject to the conditions hereinbefore prescribed, shall be allowed by that employer in any subsequent year, without diminution of the sick leave prescribed in respect of that year.

**18.2.3** The provisions of this clause do not apply to casual employees.

### **18.3 Long service leave**

The applicable state legislation shall apply, namely the provisions of the *Construction Industry Portable Paid Long Service Leave Act 1985*.

### **18.4 Bereavement leave**

**18.4.1** An employee shall, on the death within Australia of a wife, husband, father, mother, child or step-child, brother or sister, be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay, for a period not exceeding the number of hours worked by the employee in two ordinary days' work as prescribed in this award. Proof of such death shall be furnished by the employee to the satisfaction of his/her employer. Provided, however, that this clause shall have no operation while the period of entitlement to leave coincides with any other period of entitlement to leave.

**18.4.2** For the purposes of this clause, the words "wife" and "husband" shall include a person who lives with the employee as a de facto wife or husband.

**18.4.3** The provisions of this clause do not apply to casual employees.

### **18.5 Jury service**

**18.5.1** An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

**18.5.2** An employee shall notify his/her employer as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give his/her employer proof of his/her attendance, the duration of such attendance, and the amount received in respect of such jury service.

**18.5.3** The provisions of this clause do not apply to casual employees.

### **18.6 Parental leave**

Employees shall be entitled to parental leave as prescribed in the *Workplace Relations Act 1996*.



## **19. REDUNDANCY**

### **19.1 Definition**

Redundancy occurs when an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

### **19.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

### **19.3 Severance pay**

**19.3.1** In addition to the period of notice prescribed for ordinary termination in this award, an employee whose employment is terminated by reason of redundancy must be paid, subject to further order of the Commission, the following amount of severance pay in respect of a continuous period of service:

<b>Period of continuous service</b>	<b>Severance pay</b>
1 year or less	Nil
1 year and up to the completion of 2 years	6 weeks' pay
2 years and up to the completion of 3 years	9 weeks' pay
3 years and up to the completion of 4 years	10 weeks' pay
4 years and over	12 weeks' pay

**19.3.2** Week's pay means the ordinary time rate of pay for the employees concerned.

**19.3.3** Provided that the severance payments shall not exceed the amount which the employee would have earned if the employment with the employer had proceeded to the employee's normal retirement date.

### **19.4 Employee leaving during notice period**

An employee whose employment is terminated by reason of redundancy may terminate his/her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice. However, in this circumstance, the employee will not be entitled to payment in lieu of notice.

### **19.5 Alternative employment**

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

## **19.6 Time off during notice period**

- 19.6.1** During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 19.6.2** If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he/she shall not receive payment of the time absent. For this purpose, a statutory declaration will be sufficient.

## **19.7 Superannuation benefits**

- 19.7.1** Subject to further order of the Commission, where an employee who is terminated receives a benefit from a superannuation scheme, he/she shall only receive under clause 19.3 hereof, the difference between the severance pay specified in that clause and the amount of the superannuation benefit he/she receives which is attributable to employer contributions only.
- 19.7.2** If this superannuation benefit is greater than the amount due under clause 19.3 hereof, then he/she shall receive no payment under that clause.

## **19.8 Employees exempted**

- 19.8.1** This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including inefficiency within the first fourteen days, neglect of duty or misconduct, and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.
- 19.8.2** Notwithstanding the foregoing provisions, trainees who are engaged for a specific period of time shall, once the traineeship is completed and provided that the trainee's services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his/her traineeship and is re-engaged by the same employer within six months of such termination, the period of traineeship shall be counted as service in determining any future redundancy entitlements.

## **19.9 Incapacity to pay**

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

## **20. WET WORK**

- 20.1** If an employee is required to work in a wet place or in heavy rain, he/she shall be provided with adequate waterproof clothing, including waterproof head covering, so as to protect him/her from getting wet.
- 20.2** Notwithstanding the foregoing, where it is necessary to complete a concrete pour during rain an employer may, providing he/she supplies adequate protective clothing to the employee, require him/her to continue working. For such work such an employee shall receive an addition of 25% of his/her ordinary rate.
- 20.3** A place shall be deemed to be wet when water other than rain is continually dropping from overhead so as to saturate the clothing of the employee if unprotected or when the water in the place where the employee is standing is over 25 millimetres.
- 20.4** Rain shall be deemed to be heavy when, if the employee works therein as required, his/her clothes become saturated.

## **21. SHIFT WORK**

### **21.1 General**

- 21.1.1** The ordinary working hours of employees on shift work shall not exceed an average of 38 per week spread over a period of two, three or four weeks, to be worked in shifts of eight hours, inclusive of a crib time of 30 minutes, which shall be counted as time worked.
- 21.1.2** Each day of paid leave taken and any public holiday occurring during any cycle of four weeks shall be regarded as a shift worked for accrual purposes.
- 21.1.3** Except as provided above, employees not working a complete four week cycle, shall be paid accrued pro rata accrual entitlements for each shift worked, on the programmed shift off or, in the case of termination of employment, on termination.

### **21.2 Definitions**

**21.2.1** For the purposes of this clause:

- 21.2.1(a)** "Day shift" means any shift starting on or after 6.00 a.m. and before 10.00 a.m.
- 21.2.1(b)** "Afternoon shift" means any shift starting at or after 10.00 a.m. and before 8.00 p.m.
- 21.2.1(c)** "Night shift" means any shift starting at or after 8.00 p.m. and before 6.00 a.m.
- 21.2.1(d)** "Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.

**21.2.2** There shall be a roster of shifts which shall:

- 21.2.2(a)** provide for rotation unless all the employees concerned desire otherwise;
- 21.2.2(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.

### **21.3 Overtime**

- 21.3.1** Work done by shift workers in excess of and outside the ordinary working hours of their shift, or on a shift other than a rostered shift, shall be paid at the rate of double time.

This provision 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/she has finished his/her 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.

**21.3.2(a)** A shift worker whilst on afternoon or night shift other than a Saturday, Sunday or holiday, shall be paid for such shift 15% more than his/her ordinary rate.

**21.3.2(b)** Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid at the rate of time and a half.

**21.3.2(c)** An employee who (except at his/her own request pursuant to clause 21.2.2(a) hereof):

**21.3.2(c)(1)** during a period of engagement on shift, works night shift only; or

**21.3.2(c)(2)** remains on a night shift for a longer period than four successive weeks; or

**21.3.2(c)(3)** works on a night shift which does not rotate or alternate with another shift or with day work so as to give him/her at least 1/3rd of his/her working time off night shift in each cycle;

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

**21.3.3** Employees working shifts shall be paid for ordinary hours of work between midnight on Friday and midnight on Saturday at the minimum rate of time and a half.

**21.3.4** Where shifts commence between 11.00 p.m. and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday. Where shifts fall partly on a Sunday or a holiday, that shift the major portion of which falls on a Sunday or a holiday, shall be regarded as the Sunday or holiday shift.

## **22. PUBLIC HOLIDAYS**

**22.1** The following days, or days observed in lieu thereof, shall be observed as public holidays without loss of pay entitlements by employees:

- New Years Day
- Australia Day
- Good Friday
- Easter Monday
- Anzac Day
- Foundation Day
- Labour Day
- Christmas Day
- Boxing Day
- Sovereign's Birthday

**22.2** Where an additional holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of the State Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the state or a locality thereof, other than by those covered by federal award, or when such a proclaimed or gazetted day is, by any required judicial or administrative order to be so observed, then such day shall be deemed to be a holiday for the purpose of this award, for employees covered by this award who are employed in the locality in respect of which the holiday has been proclaimed or ordered as required.

**22.3** By agreement between an employer and an employee, so long as such agreement is approved by the award management committee, other days may be substituted for any of the days set out above.

**22.4** The provisions of this clause do not apply to casual employees.

## **23. DEFINITIONS**

**23.1** "Act" means the *Workplace Relations Act 1996*.

**23.2.1** "Assistant rigger" means a person assisting under the direct supervision of a rigger in erecting or placing in position the members of any type of structure (other than scaffolding and aluminium alloy structures) and for the manner of ensuring the stability of such members, for dismantling such structure or for setting up cranes or hoists, other than those attached to scaffolding and who has had less than twelve months' experience at work, and shall include an employee either performing rigging work that is an integral part of, or is incidental to a tradesman's work or work that is an integral part of or is incidental to, crane operations.

**23.2.2** An employee classified or employed as an assistant rigger (as defined) shall, on the termination of his/her employment or of his/her work in that classification for an employer, be supplied by such employer with a written statement signed by the employer, showing the duration of his/her service with that employer as an assistant rigger.

**23.2.3** Not more than one assistant rigger (as defined) shall be employed in any rigging gang (including leading hand dogman) when the number of employees in the gang does not exceed five.

**23.3** "Award management committee" means the committee established pursuant to clause 15.1 of this award.

**23.4** "Bitumen worker" means an employee heating, preparing, cutting, carrying, laying, using on woodwork or handling asphalt, bitumen, tar or emulsion or material coated with any one thereof.

**23.5** "Commission" means the Australian Industrial Relations Commission.

**23.6** "Concrete finisher" means an employee other than a concrete floater engaged in the hand finishing of concrete or cement work not being a finish in marble, mosaic or terrazzo.

**23.7** "Concrete floater" means an employee engaged in concrete or cement work and using a wooden or rubber screeder or mechanical trowel or a wooden float or engaged in bagging off or broom finishing or patching.

**23.8** "Fencer" means an employee erecting fencing with material other than sawn timber such as post and rail or wire fencing.

**23.9** "Leading hand" means an employee who is required to supervise or direct or be in charge of another employee or other employees.

- 23.10** "Renderer" means an employee who applies by hand a continuous coat of cement mortar to a brick, masonry or set concrete surface and finishes it to a true and smooth surface by means of a trowel or float.
- 23.11** "Scaffolder" means an employee engaged in the work of erecting or altering or dismantling scaffolding of all types.
- 23.12** "Pitcher or beacher" means an employee pitching or beaching on embankment or floor with stone or riprap.
- 23.13** "Sharpener, tool" means an employee who sharpens and repairs any tools or drills which are heated to be sharpened.
- 23.14** "Timberman" means an employee timbering excavations, shafts, etc.
- 23.15** "Tunneller 1" means an experienced tunneller who is engaged underground in the work of drilling, charging, firing, operating mucking loaders, timbering, placing steel supports, rock bolting, concrete vibrator hand, concrete gun operator or tending concrete chutes and conveyor belts.
- 23.16** "Tunneller 2" means an employee engaged underground in the work of assisting tunneller 1, car spotter, brakeman, operator of rotary car dumps, member of a bull gang or an employee carrying out any other general underground labouring in the course of tunnel excavation operations.
- 23.17** "Union" means The Australian Workers' Union.
- 23.18** "Wall builder" means an employee cutting and facing stone and placing stone in position and who is responsible for line and direction.
- 23.19** "Roadmarker operator" means an employee who operates or assists in the operation of, and maintains the material supply to and the cleanliness of any or all of the following, viz. a linemarking or roadmarking machine; a machine which prepares road marking materials or raised pavement markers for application to the road surface; a machine which removes markings from the road surface; or who places or assists in the placing of markings on the road with the aid of a machine or by any other means; or who drives a motor vehicle in connection with any of the above operations.



## **APPENDIX 1 - TRAFFIC MANAGEMENT**

[Appx 1 inserted by [PR925839](#) ppc 18Dec02]

### **1. SCOPE**

#### **1.1** This Appendix shall supersede each of the following awards:

Australian Workers' Union Construction and Maintenance (Consolidated) Award 1987 [Print G6898 [A0051]];

Australian Workers' Union Construction and Maintenance Award 1989 [Print J0179 [A0516]],

Construction and Maintenance (WA Appendix 2 Wages and Allowances) Interim Award 1994 [Print L2729 [C0547]], and

any other Award which other than for the application of this Appendix applied to the respondents.

#### **1.2 Employers Bound**

##### **1.2.1** This Appendix shall only apply to:

**1.2.1.1** Employer members of the Civil Contractors Federation who were named in this Appendix at the time it was approved by the Australian Industrial Relations Commission; and

**1.2.1.2** Any other employer member of the Civil Contractors Federation who, from time to time, has been approved by the Appendix Management Committee, and not otherwise, to be listed as a respondent to this Appendix and is subsequently named as a respondent through a Decision of the Australian Industrial Relations Commission.

**1.2.2** Provided that this Appendix shall cease to apply to any employer respondent who ceases to be a member of the Civil Contractors Federation.

**1.2.3** Further provided that no party shall be added to or removed from the scope and/or effect of this Appendix unless unanimously approved by the Appendix Management Committee established pursuant to this Appendix.

**1.3** "Traffic Management" for the purpose of this Appendix shall mean work performed or associated with or performed in connection with the planning, management and control of traffic, whether public or private, on roadways, carriageways, freeways, highways, car parks, sporting facilities, special events, reserves, parklands or other thoroughfare upon which vehicles or pedestrians may travel, whether on public or private property, which the parties agree may contain disadvantages and disabilities not provided for in this Award.

**1.4** In the event of any dispute arising concerning the application of this Appendix, and where agreement on the matter cannot be reached by the parties, the matter shall be initially referred to the Appendix Management Committee as outlined in Clause 5 below.

## **2. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT**

Except for the following (which shall form part of and be read in conjunction with this Appendix), the provisions of this Appendix shall operate to the exclusion of any provisions of the Western Australian Civil Contracting Award 1998;

Clause 6 - Locality  
Clause 9 – Types of Employment and Termination of Employment  
Clause 10 – Stand Down Provisions  
Clause 13.1 – Location allowances  
Clause 13.2 – Meal allowance  
Clause 13.5 – Distant work allowance  
Clause 13.6 – Camping allowance  
Clause 13.8 – First aid allowance  
Clause 18.1 – Annual leave  
Clause 18.2 – Sick leave  
Clause 18.3 – Long service leave  
Clause 18.4 – Bereavement leave  
Clause 18.6 – Parental leave  
Clause 20 – Wet Work  
Clause 22 – Public Holidays

## **3. REMUNERATION AND HOURS OF WORK**

### **3.1 Remuneration**

[Appx 1:3.1.1 substituted by [PR949109](#); [PR961872](#) ppc 07Sep05]

**3.1.1** The weekly rate of pay for employees employed as Traffic Controllers shall be in accordance with the minimum rate for the relevant grade as prescribed hereunder, which are ‘all-inclusive’ actual weekly rates:

<b>Grade</b>	<b>Per week</b> \$	<b>Per hour</b> \$
Traffic Controller – Appointed by the employer to Entry Level	\$508.80	\$13.39
Traffic Controller – Appointed by the employer to Advanced Level	\$527.80	\$13.89

Note: The above rates include the increase provided for by the 2004 Safety Net Adjustment Decision of the Australian Industrial Relations Commission.

**3.1.2** The above rates are established on the following basis of being:

- 3.1.2.1** all inclusive, total weekly rates of pay;
- 3.1.2.2** inclusive of industry and like allowances for disabilities including those listed in clause 3.1.5 hereof;
- 3.1.2.3** skill based, related to the skills of employees as required by the employer.

**3.1.3 National Wage Cases and Safety Net Adjustments**

[Appx 1:3.1.3 deleted by [PR949109](#) ppc 07Sep04]

**3.1.3 Weekly rates of pay are all inclusive**

[Appx 1:3.1.4 renumbered as 3.1.3 by [PR949109](#) ppc 07Sep04]

The weekly rates of pay prescribed herein are all inclusive rates and include compensation for the following disabilities associated with working in the industry:

- 3.1.3.1** climatic conditions when working in the open on all types of work;
- 3.1.3.2** the physical disadvantages of site work;
- 3.1.3.3** dust blowing in the wind on construction sites;
- 3.1.3.4** sloppy or muddy conditions associated with the initial and/or, other stages of construction;
- 3.1.3.5** drippings from newly poured concrete;
- 3.1.3.6** the lack of usual amenities.

**3.2 Hours of Work**

**3.2.1 Method of Working Ordinary Hours**

The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

- 3.2.1.1** 38 hours within a work cycle not exceeding seven consecutive days; or
- 3.2.1.2** 76 hours within a work cycle not exceeding fourteen consecutive days; or
- 3.2.1.3** 114 within a work cycle not exceeding 21 consecutive days; or
- 3.2.1.4** 152 hours within a work cycle not exceeding 28 consecutive days; or

**3.2.1.5** any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed upon between the employer and the majority of employees affected.

**3.2.2** 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 or where agreement has been reached between the employer and the majority of employees affected to extend the spread of such hours, shall be worked between the hours of 5.00 a.m. and 7.00 p.m.

### **3.2.3 Extended Ordinary Hours**

**3.2.3.1** Except as provided in this subclause, an employee cannot be compelled by the employer to work more than 10 ordinary hours on any day. Provided that, by agreement between the employer and the majority of employees affected, ordinary working hours exceeding 10 not exceeding 12 on any day may be worked.

**3.2.3.2** Provided that an employer shall not, without the agreement of an employee, be permitted to require a weekly hire employee to work more than 10 ordinary hours per day Monday to Friday inclusive and then utilise a casual employee to work the balance of the ordinary hours that employee would otherwise have worked that week.

### **3.2.4 Early start**

Where the employer and the majority of employees affected agree, the ordinary hours of work may commence earlier than as prescribed by this appendix.

**3.2.5** Where a majority of employees affected desire to work longer hours on any day they may, subject to the consent of the employer, be permitted to do so without payment of any penalty rate, provided the longer (i.e. additional) hours so worked do not exceed four per day in the prescribed working week.

## **3.3 Penalty Rates**

Except as in this Appendix otherwise provided, all time worked in excess of and outside the ordinary hours of work shall be paid for as follows:

**3.3.1** Where hours of work are worked in excess of 76 hours in any fortnightly period then the employee shall be paid for such hours worked in excess of 76 hours and not more than 100 hours at the rate of pay which shall be not less than the applicable ordinary time rate for the employees classification plus a loading of 50%.

**3.3.2** Where the employee works hours in excess of 100 in any fortnightly period then the employee shall be paid for such hours in excess of 100 hours at the applicable ordinary time rate of pay for the employees classification plus a loading of not less than 100%.

Provided that hours of work between 76 ordinary hours and 100 hours of work are to be paid in accordance with subclause 3.3.1 above.

### **3.4 Notwithstanding anything else herein:**

**3.4.1** A casual employee shall be an employee engaged and paid as such.

**3.4.2** A casual employee shall be engaged on a contract of service by the hour and termination of the employment relationship shall require 1 hour's notice (or payment or forfeiture of 1 hours pay) on either side.

[Appx 1:3.4.3 varied by [PR949109](#) ppc 07Sep04]

**3.4.3** A casual employee shall, for any and all hours worked, be paid at the ordinary time hourly rate for the applicable classification, plus a loading of 25%.

**3.5** On remote work outside of the Perth Metropolitan or regional areas where transport to the worksite is not provided or offered to be provided by the employer, an employee shall be entitled to the relevant Fares and Travelling allowance prescribed by subclause 13.3 of the Western Australian Civil Contracting Award 1998.

## **4. REDUNDANCY**

In circumstances where the employer terminates an employees employment on the grounds of redundancy (i.e. consistent with the provisions of Clause 19 of the Western Australian Civil Contracting Award 1998) and does not locate or offer to locate suitable alternative employment, the provisions of Clause 19 of the Western Australian Civil Contracting Award 1998 shall be applied.

## **5. DISPUTE SETTLEMENT PROCEDURES**

### **5.1 Appendix Management Committee**

**5.1.1** To facilitate the prompt resolution of any disputes, including in relation to the meaning or effect of any provision of this Appendix, whether 'on the job' or otherwise, an Appendix Management Committee meeting shall be convened.

**5.1.2** The Appendix Management Committee shall consist of:

**5.1.2.1** An authorised representative of the Western Australian Traffic Management Association;

**5.1.2.2** The Executive Director of the Civil Contractors Federation WA Branch or his nominee;

**5.1.2.3** The Secretary of the Western Australian Branch of the Australian Workers' Union, or his nominee.

- 5.1.3** The Appendix Management Committee shall meet as often as is required to ensure the proper, effective and efficient operation of work under this Appendix.
- 5.1.4** The Appendix Management Committee shall also have responsibility for approving any extension of the scope of this Appendix, including in relation to the addition of any additional employer(s) or registered organisation(s).
- 5.1.5** In the event that any dispute(s) regarding the meaning or effect of any provision of this Appendix cannot be resolved through the Appendix Management Committee reaching a resolution, the matter may be referred to the Australian Industrial Relations Commission for assistance, initially through a conciliation conference.

## **5.2 Work Related and/or 'On the Job' Disputes**

Subject to the provisions of the Workplace Relations Act 1996 any dispute or claim shall be dealt with as follows:

- 5.2.1** The matter shall first be discussed, by the employee, with the foreman or other appropriate Management representative.
  - 5.2.2** If the matter has not been resolved, the matter shall then be discussed between an accredited union representative and the appropriate officer of the employer.
  - 5.2.3** If the matter is still unresolved, the matter shall be further discussed between the WA Branch Secretary or other appropriate official of the union and the appropriate representative of the employer.
  - 5.2.4** If the matter is still unresolved, it shall be submitted to the next meeting of the Appendix Management Committee.
  - 5.2.5** In the event that the matter is not able to be resolved at the Appendix Management Committee level, either party may refer the matter to the Australian Industrial Relations Commission.
  - 5.2.6** Normal uninterrupted work shall continue at all times.
- 5.3** For the avoidance of doubt, any dispute in relation to the meaning or effect of any provision of this Appendix which is referred to the Australian Industrial Relations Commission can be referred for arbitration in the event that conciliation fails to resolve the matter.

## **6. PARTIES**

The parties to this Appendix shall be the Australian Workers Union, and the following employers:

Advanced Traffic Management  
2 Wells Street  
Bellevue WA 6056

Albany Traffic Control  
Lot 92, Lance Street  
Milpara WA 6330

Quality Traffic Management  
17 Church Road  
Maddington WA 6109

W.A. Road Projects  
22/24 Eva Street  
Maddington WA 6109

## **SCHEDULE OF EMPLOYER RESPONDENTS**

[Sched of employer respondents varied by [Q8147](#); substituted by [PR929536](#) ppc 19Mar03]

Croker Construction  
1 Marion Rd  
MADDINGTON WA 6109

Malavoca Pty Ltd  
P O Box 367  
CANNINGTON WA 6107

RJ Vincent & Co.  
4 Kirke St  
BALCATTWA WA 6021

Wolfe Construction Co.  
161 Chisholm Crescent  
KEWDALE WA 6105

Brierty Contractors  
38 Mandarin Road  
MADDINGTON WA 6109

Underground Services (Australia) Pty Ltd  
P O Box 1538  
WANGARA WA 6065

Kerbing West  
10 Denninup Way  
MALAGA WA 6062

Marsh Earthmoving  
Lot 558 Valencia Way  
MADDINGTON WA 6109

Marsh Civil  
Lot 558 Valencia Way  
MADDINGTON WA 6109

Musgrave Contracting  
P O Box 64  
WELSHPOOL WA 6986

Advanced Concrete Products Pty Ltd  
21-23 Eva Street  
MADDINGTON WA 6109



Central Earthmoving  
Cnr Flores Road & Box Street  
GERALDTON WA 6530

Challenge Brick Paving  
25 Mirrabooka Avenue  
NOLLAMARA WA 6061

Civil Group of Companies  
PO Box 1015  
BIBRA LAKE WA 6965

Budget Mini Excavators Pty Ltd  
11 Winchester Road  
BIBRA LAKE WA 6163

Cowara Contractors Pty Ltd  
PO Box 191  
COWARAMUP WA 6284

Densford Pty Ltd  
9/41 Walters Drive  
OSBORNE PARK WA 6017

DM Drainage & Construction Pty Ltd  
Cnr Kelvin & Bickley Roads  
ORANGE GROVE WA 6109

G & B Drainage  
66 Maxted Street  
BUNBURY WA 6230

G & O Drainage Pty Ltd  
227 Barrington Street  
BIBRA LAKE WA 6163

Geographe Underground Services  
Lot 43  
Neville Street  
BUSSELTON WA 6280

Georgiou Group Pty Ltd  
312 Victoria Road  
MALAGA WA 6062

Geraldton Paving Co  
506 Chapman Road  
GERALDTON WA 6530

Kerb QIC & Co  
99 Ewing Street  
WELSHPOOL WA 6106

KTB Contractors (1982) Pty Ltd  
539 Dundas Road  
FORRESTFIELD WA 6058

Mini Excavators Pty Ltd  
115 Broadway  
BASSENDEAN WA 6054

NK Contractors Pty Ltd  
18 Howe Street  
OSBORNE PARK WA 6017

Pavement Technology Ltd  
1 Catalano Road  
CANNING VALE WA 6155

Red Roo – The Earthmovers  
Lot 69  
Gordon Road, Cnr Slade Street  
MANDURAH WA 6210

TC Drainage  
8 Butcher Street  
KWINANA WA 6167

WELLTECH  
4/23 Glassford Road  
KEWDALE WA 6104

Wormall Contracting Pty Ltd  
21-23 Eva Street  
MADDINGTON WA 6109

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