

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the  
*Workplace Relations and Other Legislation Amendment Act 1996*  
(C No. 00862 of 1998)

**AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE  
(CONSOLIDATED) AWARD 1987**

(ODN C No. 01373 of 1975)

[Print G6898 [AW765527]]

Various employees

Building, metal and civil construction  
industries

COMMISSIONER O'CONNOR

PERTH, 30 JUNE 2003

*Award simplification.*

**ORDER**

A. Further to the decision issued by the Commission on 30 June 2003, [AW765527 PR933781] the above award is varied as follows:

By deleting all clauses, schedules and appendices and inserting the following:

**1. TITLE**

This award shall be known as the Australian Workers' Union Construction and Maintenance (Western Australia) Award 2003.

**2. ARRANGEMENT**

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**Appendix 2 - Railway Construction and Maintenance Industry Western Australian Industrial Registry**

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**Appendix 4 - Worsley Alumina Refinery**

**Appendix 5 - Argyle Diamond Mine Maintenance - Argyle**

**Schedule A - Schedule of respondents**

**3. ANTI-DISCRIMINATION**

**3.1** It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

**3.2** Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

**3.3** Nothing in this clause is taken to affect:

**3.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

**3.3.2** junior rates of pay;

**3.3.3** an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

**3.3.4** the exemptions in s.170CK(3) and (4) of the Act.

#### **4. APPLICATION OF AWARD**

Subject to the exceptions and limitations hereinafter contained, this award shall apply to The Australian Workers' Union and the members thereof (to any of whom the word "employee" when hereinafter used applies) and to The Civil Contractors Federation and the members thereof, and the persons or bodies listed in the Schedule A - Schedule of respondents, hereto (to any of whom the word "employer" when hereinafter used applies) in respect of the employment by such employers of all employees whether members of The Australian Workers' Union or not in work done in or in connection with the following:

**4.1** The construction, alteration, repair and maintenance of railways, tramways, roads, freeways, causeways, aerodromes, civil engineering works, drains, dams, weirs, bridges, overpasses, underpasses, channels, waterworks, pipe tracks, tunnels, water and sewerage works, conduits, and all concrete work and preparation incidental thereto;

**4.2** Forestry;

**4.3** Land clearing and preparation;

**4.4** Soil conservation;

**4.5** Vermin and noxious weed control and eradication.

#### **5. LOCALITY**

This award shall apply in the State of Western Australia.

#### **6. EXCEPTIONS AND LIMITATIONS**

This award shall not apply to employees covered by the Building Trades Award of the Western Australian Industrial Commission.

#### **7. OPERATION AND DURATION**

**7.1** This award shall supersede the award known as The Australian Workers' Union Construction and Maintenance Award 1987 [Print G6898 [AW765527]] and the Construction and Maintenance WA Appendix 2 Wages and Allowances) Interim Award 1994 [Print L2729 [AW772462]] and Australian Workers' Union Construction and Maintenance (Consolidated) (Roping-in No. 1) Award 1987 [Print G8242 [AW765528]], Australian Workers' Union Construction and Maintenance (Consolidated) (Roping-in No. 2) Award 1987 [Print G8461 [AW765529]], Australian Workers Union Construction and Maintenance (Consolidated) (Roping-in No. 3) Award 1987 [Print G8929 [AW765530]], Australian Workers Union Construction and Maintenance (Consolidated) (Roping-in No. 4) Award 1987 [Print G9261 [AW765531]], Australian Workers' Union Construction and Maintenance (Consolidated) (Roping-in No. 5) Award 1987 [Print G9437 [AW765532]], Australian Workers' Union

Construction and Maintenance (Consolidated) (Roping-in No. 1) Award 1988 [Print H1514 [AW804039]], Australian Workers' Union Construction and Maintenance (Consolidated) (Roping-in No. 2) Award 1988 [Print H1515 [AW765533]], Australian Workers' Union Construction and Maintenance (Consolidated) (Roping-in No. 3) Award 1988 [Print H1512 [AW765534]], Australian Workers' Union Construction and Maintenance (Consolidated) (Roping-in No. 4) Award 1988 [Print H4664 [AW765535]], Australian Workers' Union Construction and Maintenance (Consolidated) (Roping-in No. 1) Award 1989 [Print H7162 [AW765536]], Australian Workers' Union Construction and Maintenance (Consolidated) (Roping-in No. 2) Award 1989 [Print H7586 [AW804040]], Australian Workers' Union Construction and Maintenance (Consolidated) (Roping-in No. 3) Award 1989 [Print H7748 [AW765537]], Australian Workers' Union Construction and Maintenance (Consolidated) (Roping-in No. 4) Award 1989 [Print H9317 [AW765538]], Australian Workers' Union Construction and Maintenance (Consolidated) (Roping-in No. 5) Award 1989 [Print J1003 [AW765539]], Australian Workers' Union Construction and Maintenance (Consolidated) (Roping-in No. 1) Award 1991 [Print J7115 [AW765540]], Australian Workers' Union Construction and Maintenance (Consolidated) (Roping-in No. 2) Award 1991 [Print J7086 [AW765541]].but no right, obligation or liability already accrued or incurred under such award shall hereby be affected.

**7.2** This award shall come into force on and from the first pay period after the 19<sup>th</sup> March 2003 and shall continue in force for six months.

## **8. SETTLEMENT OF DISPUTES**

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

- 8.1** The matter shall first be discussed by the employee with the Supervisor.
- 8.2** 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.
- 8.3** 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.
- 8.4** If the matter is still not settled it shall be submitted to the Australian Conciliation and Arbitration Commission.
- 8.5** 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 subclause.
- 8.6** This clause shall not apply to any dispute as to a bona fide safety issue.

## **9. CONTRACT OF SERVICE**

- 9.1** Subject to the exceptions and limitations hereinafter contained any employer shall have the option of engaging any employee either by the week or by the hour.
- 9.2** If the engagement is by the week it shall be for a continuous period of at least eight weeks.

- 9.2.1 If the engagement is by the week and the employee absents himself/herself from work his/her wages shall be subject to a deduction proportionate to the length of his/her absence except when absent on paid sick or bereavement leave.
- 9.3 Subject to 9.2.1 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 him/her of a weekly engagement of the employee to an hourly engagement expressly notifies the employee that he/she is to be engaged on an hourly basis.
- 9.3.1 Upon commencing work with an employer, an employee shall be classified under a classification prescribed in this award, and he/she shall remain upon such classification and be paid the wage prescribed therefore until he/she is re-classified. A weekly employee or an hourly employee shall be entitled to one week's notice or one hour's notice respectively of any proposed re-classification by the employer.
- 9.4 In the case of an hourly 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 7.5 in number to be disregarded.
- 9.5 An employee engaged by the hour shall be paid at an hourly rate calculated to the nearest .05 of a cent equivalent to 1/38 of 52 over 45 point four (52/45.4) of the weekly rate which would be payable pursuant to 12.1, 12.2, 12.3 and 12.5 and clause 13 - Industry and underground allowance, had the employee been engaged by the week.
- 9.5.1 The hourly rates specified herein take account of loss of earnings in any one year due to the incidence of loss of wages for a period of eight days of unemployment between jobs, and three weeks to cover the incidence of inclement weather.

**10. TERMINATION OF EMPLOYMENT**

**10.1 Notice of termination by employer**

10.1.1 In order to terminate the employment of a full-time employee the employer shall give to the employee the period of notice specified in the table below:

<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

10.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

10.1.3 The period of notice in 10.1.1, shall not apply in the case of dismissal for conduct that justifies instant dismissal 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.

**10.1.4** Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

**10.1.5** The period of notice of termination for an hourly employee shall be one hour. If the required notice of termination is not given one hours wages shall be paid by the employer. The period of notice will not apply if the dismissal is for conduct that justifies instant dismissal, neglect of duty and misconduct.

**10.1.6** In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

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

**10.2.1** The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

**10.2.2** If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

## **10.3 Time off during notice period**

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

## **11. REDUNDANCY**

### **11.1 Definition**

**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. **Redundant** has a corresponding meaning.

### **11.2 Redundancy pay**

A redundant employee shall receive redundancy/severance payments, calculated as follows, in respect of all continuous service (as defined by this award) with his or her employer provided that any service prior to 22 March 1989 shall not be counted as service unless the employee is made redundant by the employer.

**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 months shall be entitled to a redundancy/severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the employee.

**11.3 Week's pay** means the ordinary time rate of pay at the time of termination for the employee concerned.

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

**11.5** Any period of service as a casual shall not entitle an employee to accrue service in accordance with this clause for that period.

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

**11.6** 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:

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

**11.6.2** 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 greater but not both.

**11.7** Service as an employee for the Building Management Authority of Western Australia, the Crown in the Right of the State of Western Australia, the Crown in the Right of the

State of New South Wales, for Victorian Statutory Authorities, or the Crown in the Right of the State of Victoria shall not be counted as service for the purpose of this clause.

### 11.8 Employee leaving during notice

An employee whose employment is to be terminated in accordance with 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.

### 11.9 Transmission of business

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

**11.9.1(a)** the continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission; and

**11.9.1(b)** the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

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

## 12. WAGES AND ADDITIONAL RATES

An employee shall be paid at the wage rate set out in the table hereunder for his/her classification and locality of work.

### 12.1 General

#### 12.1.1 Classification table

<b>Classifications</b>	<b>1st pay period commencing on or after</b>
	<b>\$</b>
1 Construction and maintenance worker Grade 1 (see Note (i))	465.88
2 Construction and maintenance worker Grade 2 (see Note (ii))	472.18
3 Construction and maintenance worker Grade 3	495.28



	(see Note (iii))	
4	Bitumen worker (as defined) Concrete gun or Pump operator Diamond driller, 2nd Runner	496.52
5	Traffic controller Power driven portable saw, employee operating	497.38
6	Timberman (as defined) working at depth 1.8 - 6 metres Storeman (as defined)	499.60
7	Wall builder (as defined) Sharpener, tool (as defined)	506.52
8	Concrete finisher (as defined) Concrete batching plant operator Hoist or Winch driver Manhole builder Powder monkey (other than in connection with a quarry) Scaffolder (as defined) Steel fixer (including when tack welding)	509.73
9	Deleted.	
10	Operator, Drilling machine (as defined) 0-115 mm diameter Pipe layer (in final position) (any kind of pipes) Timberman (as defined) working at a depth over 6 metres	515.81
11	Renderer (as defined) in pipes, tunnels or covered drains	516.68
12	Dogman Rigger and Splicer, wire or hempen rope Diamond driller, 1st Runner Operator, Drilling machine (as defined) over 115 mm – 155 mm diameter	522.36
13A	Senior Crusher operator, ballast crushing (employee on Railway Construction, Western Australia)	523.59
14	Construction & Maintenance Carpenter	525.20
14A	Tunneller, (including concrete lining) Shaft or Trench sinker over six metres	532.12

15 Winding and Haulage driver 541.51  
Operator, Drilling machine (as defined) over  
155 mm - 230 mm diameter  
Operator, Tunnel excavating Machine (alpine)

15A Operator, Drilling machine (as defined) over 541.51  
230 mm diameter

16 Operator, Tunnel boring machine 542.52

**Note (i):** Construction and Maintenance Worker Grade 1 comprehends the following classes of work:

- Labourer (for whom a rate is not elsewhere prescribed);
- Pick on Shovelman.

**Note (ii):** Construction and Maintenance Worker Grade 2 comprehends the following classes of work:

- Chairman;
- Timberman (as defined) working at depth of up to 1.8 metres.

**Note (iii):** Construction and maintenance worker Grade 3 comprehends the following classes of work:

**12.1.1(a) Assistant Rigger (as defined)**

**12.1.1(a)(i)** An employee classified or employed as an Assistant Rigger (as defined) shall, on the termination of his/her employment or 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.

**12.1.1(a)(ii)** Not more than one Assistant Rigger (as defined) shall be employed in any rigging gang (including Leading Hand and Dogman) when the number of the employees in the gang does not exceed five.

- Bar bending machine - operator of rotary bender or similar machine;
- Concrete floater (as defined);
- Concrete saw operator;
- Construction and maintenance carpenter's labourer (as defined);
- Crane chaser;
- Dump waggon driver;
- Erector;
- Fencer (as defined);

- Gantry hand or Crane hand;
- Jackhammerman, Pavement breaker, Pneumatic pick user;
- Kerb and Gutter layer;
- Paviour (including segmental paving);
- Pitcher or Beacher (as defined);
- Powder monkey's assistant (other than in connection with a quarry) (as defined);
- Ringer and Shoer;
- Storeman, other.

## 12.2 Mechanical equipment

### 12.2.1

<b>Classifications</b>	<b>1st pay period commencing on or after</b> <b>\$</b>
<b>Group 1</b>	499.73
<ul style="list-style-type: none"> <li>• Operator Pneumatic tyred tractor without power operated attachments up to and including 15 kW net engine power.</li> </ul>	

<b>Classifications</b>	<b>1st pay period commencing on or after</b> <b>\$</b>
<b>Group 2</b>	506.40
<ul style="list-style-type: none"> <li>• Operator Crawler tractor without power operated attachments up to and including Class M4;</li> <li>• Operator Crawler tractor with power operated attachments Class M2;</li> <li>• Operator Pneumatic tyred tractor without power operated attachments above 15 kW up to and including 60 kW net engine power (This includes tractor tilting or one man hitch trailer);</li> <li>• Operator Pneumatic tyred tractor with power operated attachments up to and including 15 kW net engine power;</li> <li>• Operator rear and bottom dump up to and including two cubic metres struck capacity;</li> <li>• Operator back hoe self-powered (not self-propelled);</li> <li>• Operator roller powered, under eight tonnes;</li> <li>• Operator roller powered, vibrating, under four tonnes;</li> <li>• Operator Trenching machine of the small ditch-witch type;</li> </ul>	

- Operator Concrete spreader, powered, self-propelled;
- Operator Concrete finisher, powered, self-propelled;
- Operator Concrete finisher, powered, hand propelled;
- Second Driver - Navy and Dragline or Dredge type excavator.

**Classifications** **1st pay period commencing on or after**  
**\$**

**Group 3** 521.12

- Operator Crawler tractor without power operated attachments Class M5 up to and including Class M10;
- Operator Crawler tractor with power operated attachments Class M3 up to and including Class 5;
- Operator Pneumatic tyred tractor without power operated attachments above 60 kW up to and including 150 kW net engine power;
- Operator Pneumatic tyred tractor with power operated attachments above 15 kW up to and including 60 kW net engine power (not including tilting or one man hitch trailer);
- Operator Trenching machine, chain type up to and including 1.5 metre depth or up to and including 300 mm width;
- Operator Pile driver (power operated winch);
- Operator rear and bottom dump of capacity above two cubic metres struck capacity up to and including fifteen cubic metres struck capacity;
- Operator of Concrete paver;
- Operator Roadroller, powered, eight tonnes and up to 25 tonnes;
- Operator Roadroller, powered, vibrating, four tonnes and over;
- Locomotive driver - petrol, oil, pneumatic or electric driven (if carrying passengers an additional rate of 50 cents);
- Operator Crawler loader up to and including 500 kg mass (see Note engine power).

**Classifications** **1st pay period commencing on or after**  
**\$**

**Group 4** 532.12

- Operator Crawler tractor without power operated attachments above Class M10 up to and including Class M30;
- Operator Crawler tractor with power operated attachments above Class M5 and up to and including Class M15;
- Operator Grader power operated, below 35 kW net engine power;
- Operator Excavator up to and including 0.5 cubic metres;
- Operator Trenching machine ladder type, depth greater than 1.5 metres up to 2.4 metres and width above 300 mm up to 450 mm and bucket wheel trencher with equivalent capacity in cubic metres per hour;
- Operator Pneumatic tyred tractor with power operated attachments above 60 kW up to and including 150 kW net engine power;
- Operator Self-powered Scraper up to and including ten cubic metres struck capacity;
- Operator rear and bottom dump above fifteen cubic metres struck capacity up to and including 30 cubic metres struck capacity;
- Operator Pneumatic Tyred Tractor without power operated attachments above 150 kW up to and including 500 kW net engine power;
- Operator Crawler Loader above 5000 kg mass up to and including 15000 kg mass (see 12.2.3(d));
- Operator Pneumatic Tyred Loader above 30 kW up to and including 105 kW net engine power;
- Operator Roadroller, powered, over 25 tonnes;
- Operator special track laying fixing or levelling machine (employed on railway construction in Western Australia).

<b>Classifications</b>	<b>1st pay period commencing on or after</b> \$
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<b>Group 5</b>	537.18
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- Operator Crawler tractor with power operated attachments above Class M15 up to and including Class M30;
- Operator Grader power operated 35 kW up to and including 70 kW net engine power;

- Operator Pneumatic tyred tractor with power operated attachments above 150 kW up to and including 500 kW net engine power;
- Operator Self-powered scraper above ten cubic metres struck capacity up to and including twenty cubic metres struck capacity;
- Operator Excavator above 0.5 cubic metres up to and including 2.2 cubic metres. (This group including Gradall);
- Operator Trenching machine ladder type, greater than 2.4 metres depth, and minimum 450 mm width and bucket wheel trencher equivalent in cubic metres per hour;
- Operator rear and bottom dump above 30 cubic metres struck capacity up to and including 60 cubic metres struck capacity;
- Operator Crawler loader above 15000 kg mass up to and including 30000 kg mass (See 12.2.3(d));
- Operator Pneumatic tyred loader over 105 kW up to and including 200 kW net engine power;
- Operator Crawler tractor without power operated attachments above Class M30 up to and including 60000 kg mass.

<b>Classifications</b>	<b>1st pay period commencing on or after</b> \$
<b>Group 6</b>	545.46
<ul style="list-style-type: none"> <li>• Operator Excavator above 2.2 cubic metres struck bucket capacity up to and including 5.5 cubic metres struck bucket capacity;</li> <li>• Operator Grader power operated above 75 kW up to and including 190 kW net engine power;</li> <li>• Operator Pneumatic tyred loader above 200 kW up to and including 500 kW net engine power;</li> <li>• Operator Crawler tractor with power operated attachments above Class M30 up to and including 60000 kg mass;</li> <li>• Operator Crawler loader above 30000 kg mass up to and including 60000 kg mass (see 12.2.3(d));</li> <li>• Operator rear and bottom dump above 60 cubic metres struck capacity up to and including 120 cubic metres struck capacity;</li> <li>• Operator Self-powered scraper above twenty cubic metres struck capacity up to and including 50 cubic metres struck capacity.</li> </ul>	

## 12.2.2 Special work

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

## 12.2.3 Notes

**12.2.3(a)** Crawler tractors are classified in accordance with the proposed Australian Standard - "Classification of Crawler tractor by Mass" as follows:

<b>Class</b>	<b>Shipping mass - kilograms</b>
M2	over 1000 up to 2000
M3	over 2000 up to 3000
M4	over 3000 up to 4000
M5	over 4000 up to 5000
M10	over 9000 up to 10000
M15	over 10000 up to 15000
M30	over 25000 up to 30000
M50	over 40000 up to 50000

**12.2.3(b)** Crawler tractors above 50000 kg mass are classified as indicated in the wages table of this clause.

**12.2.3(c)** The classification of pneumatic tyred tractors and pneumatic tyred loaders are based on the proposed Australian Standard for Metric Tractor Classification.

**12.2.3(d)** Crawler tractor front-end loaders are to be classified by using the mass of the tractor, including the loader attachment in lieu of the bare shipping mass.

**12.2.3(e)** Self propelled rollers are classified by mass complete, including maximum ballast.

**12.2.3(f)** Mobile cranes constructed as an attachment to or modification of a tractor, fall into the appropriate group for the tractor with power operated attachment.

**12.2.3(g)** Tractors without power operated attachments include tractors:

**12.2.3(g)(i)** with power operated attachments not in use, and

**12.2.3(g)(ii)** with items which, although they have a power-unit of their own are not controlled by the operator of the tractor except for starting and stopping (for example - Drawn vibrating roller).

**12.2.3(h)** Back hoe attached to a tractor shall be considered as a power operated attachment to the tractor.

**12.2.3(i)** Reference to bituminous surfacing equipment or material includes tar, sprayed work and hot mix work.

### 12.3 Mobile crane drivers

#### 12.3.1 Classifications

Operator of mobile crane with lifting capacity of:

		<b>1st pay period commencing on or after \$</b>
1	Up to 8 tonnes	527.05
2	In excess of 8 tonnes and not exceeding 15 tonnes	533.72
3	In excess of 15 tonnes and not exceeding 40 tonnes	541.01
4	In excess of 40 tonnes and not exceeding 80 tonnes	547.07
5	In excess of 80 tonnes and not exceeding 100 tonnes	552.13
6	In excess of 100 tonnes and not exceeding 140 tonnes	559.30
7	In excess of 140 tonnes and not exceeding 180 tonnes	567.18
8	In excess of 180 tonnes and not exceeding 220 tonnes	579.04
9	In excess of 220 tonnes	595.72

**Note:** **Mobile cranes** are defined as those mounted on a specially designed chassis or a lorry and capable of load manipulation, slewing, and travelling under their own power.

Mobile cranes constructed as an attachment to or modification of a tractor fall into the appropriate group for the tractor with power operated attachment.

**12.4** Classifications not elsewhere included in this table for which the rate to be paid is of the amount of the wage rate prescribed in the current award of the Australian Industrial Relations Commission, to which the classifications are respectively assigned hereunder. If no rate per hour is prescribed in the relevant award it is to be 1/38 of the rate per week calculated to the nearest 0.25 of a cent.

<b>Classification</b>	<b>Award</b>
Timber workers not elsewhere included in the award	Timber Industry CFMEU Wood Panels Award 2000 [PR901022 [AW811245]'
Carting and driving	Transport Workers Award, 1998 [Print Q8693 [PR906964 [AW799474]]
Carpenters & Builders' labourers	National Building and Construction Award 2000 [Print 905338 [AW790741]]



## 12.5 Rates additional to and cumulative with any other rate specified for the employee

No.	Classification	Per week \$
1.	Coffer dam worker (not under air pressure) (as defined)	8.00
2.	Coffer dam worker (under air pressure) rate to be that agreed to by the parties concerned	-
3.	Leading hand (as defined)	-
	In charge of less than three other employees	13.80
	In charge of three but not more than six other employees	23.60
	In charge of more than six other employees	29.90
4.	Employee in charge of plant (as defined)	23.50

## 12.6 Special rates

### 12.6.1 Underground allowance

**12.6.1(a)** An employee required to work underground for no more than four days or shifts in an ordinary week shall be paid an amount of \$1.78 a day or shift in addition to any other amounts prescribed for such employee elsewhere in this award.

Provided that an employee required to work underground for more than four days or shifts in an ordinary week shall be paid an underground allowance in accordance with the terms of clause 13 - Industry allowance and underground allowance.

**12.6.1(b)** Where a shaft is to be sunk to a depth greater than six metres the payment of the underground allowance shall commence from the surface.

**12.6.1(c)** This allowance shall not be payable to employees engaged upon "pot and drive" work at a depth of 3.6 metres or less.

### 12.6.2 Confined space allowance

An employee required to work in a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation shall be paid an additional 51 cents per hour or part thereof.

### 12.6.3 Explosive powered tools allowance

An employee qualified in accordance with the laws and regulations of the respective States to operate explosive powered tools shall be paid an additional 98 cents for each day on which he/she uses such tools.

### 12.6.4 Wet pay allowance

Where on sewerage and sub-surface works, in the opinion of a supervising officer the conditions are exceptionally wet, payment of an additional \$1.27 cents per day shall be made to an employee.

#### **12.6.5 Sewerage work**

##### **12.6.5(a) Compressed air work**

Liberty to apply to amend this subclause is reserved.

##### **12.6.5(b) Plan allowance**

An employee engaged on work for which he/she is supplied with a plan shall be paid an additional \$1.40 per day.

##### **12.6.5(c) Slurry refiller**

A Slurry refiller (as defined) when so engaged shall not be entitled to wet pay, but shall receive an additional \$1.40 per day or portion of a day.

##### **12.6.5(d) Live sewer work**

An employee on live sewer work (as defined) shall be paid an additional 37 cents per hour.

##### **12.6.5(e) Timbering allowance**

Any Sinker required to timber any shaft, drive or trench shall be paid an additional 47 cents per day or part thereof.

**Note:** The special rates prescribed in this part shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty additions.

#### **12.7 Height allowance**

**12.7.1** An employee working on a bridge, chimney stack, spire, radio or television mast or tower, shaft, tower or similar structure, where the construction exceeds fifteen metres in height shall be paid for all work above fifteen metres, 42 cents per hour, with 43 cents per hour additional for all work above each fifteen metres.

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

**12.7.3** An employee working on a building-type structure (e.g. a water or sewerage treatment plant, pumping station, power house, smelter potroom, mineral processing plant, cement mill, or pulp mill) where the construction exceeds fifteen metres in height shall be paid the allowance prescribed in 12.7.1.

#### **12.8 Bosun's chair allowance**

An employee required to work in a bosun's chair or on a single plank swing scaffold shall be paid an additional 61 cents per hour or part thereof. Provided that any special rate prescribed elsewhere in this clause shall not be cumulative upon the extra rates provided in this paragraph.

### **12.9 Toxic substances**

- 12.9.1** Employees required to use toxic substances shall be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.
- 12.9.2** Employees using such materials shall be provided with and shall use all safeguards as are required by the appropriate government authority or in the absence of such requirements such safeguards as are defined by a competent authority.
- 12.9.3** Employees using toxic substances or materials of a like nature shall be paid 51 cents per hour extra. Employees working in close proximity to employees so engaged shall be paid 42 cents per hour extra.
- 12.9.4** For the purposes of this subclause **toxic substances** shall include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

### **12.10 Pipe enamelling**

An employee engaged on the enamelling of pipe joints by hand, on site, shall be paid an additional \$3.98 per day or part thereof.

### **12.11 Multi-storey allowance**

An employee working on-site on the construction of a structure, on which multi-storey allowance is payable to other employees working on the structure pursuant to the National Building and Construction Industry Award 2000 [Print PR905338 [AW790741]] (as varied) shall be paid multi-storey allowance on the same terms and conditions as those other employees.

### **12.12 Location allowances**

- 12.12.1** Except as otherwise provided by this award, in addition to all other amounts due to employees in Western Australia including hourly hire employees, an employee shall be paid the following allowances when employed in the town prescribed hereunder:

<b>Town</b>	<b>Per week</b> <b>\$</b>
Agnew	16.20
Argyle	42.30

Balladonia	16.10
Barrow Island	27.60
Boulder	6.70
Broome	25.80
Bullfinch	7.70
Carnarvon	13.20
Cockatoo Island	28.40
Coolgardie	6.70
Cue	16.50
Dampier	22.40
Denham	13.20
Derby	26.80
Esperance	4.90
Eucla	18.10
Exmouth	23.20
Fitzroy Crossing	32.40
Goldsworthy	14.50
Halls Creek	37.10
Kalbarri	5.60
Kalgoorlie	6.70
Kambalda	6.70
Karratha	26.60
Koolan Island	28.40
Koolyanobbing	7.70
Kununurra	42.30
Laverton	16.40
Learmonth	23.20
Leinster	16.20
Leonora	16.40
Madura	17.10
Marble Bar	40.50
Meekatharra	14.20
Mount Magnet	17.70
Mundrabilla	17.60
Newman	15.50
Norseman	13.80
Nullagine	40.40
Onslow	27.60
Pannawonica	20.90
Paraburdoo	20.80
Port Hedland	22.20
Ravensthorpe	8.60
Roebourne	30.60
Sandstone	16.20
Shark Bay	13.20
Shay Gap	14.50
Southern Cross	7.70
Telfer	37.60
Teutonic Bore	16.20
Tom Price	20.80
Whim Creek	26.40

Wickham	25.60
Wiluna	16.40
Wittenoom	35.90
Wyndham	39.90

**12.12.2** Except as provided in 12.12.3, an employee who has:

**12.12.2(a)** a dependant shall be paid the allowance prescribed in 12.12.1;

**12.12.2(b)** a partial dependant shall be paid the allowance prescribed in 12.12.1 plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.

**12.12.3** Where an employee is provided with board and lodging by his/her employer, free of charge, such employee shall be paid 66-2/3% of the allowances prescribed in 12.12.1.

**12.12.4** Subject to 12.12.2, junior employees, casual 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.

**12.12.5** 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 district allowance to which he/she would ordinarily be entitled.

**12.12.6** 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.

**12.12.7** For the purpose of this clause:

**12.12.7(a)** **Dependant** shall mean:

**12.12.7(a)(i)** a spouse or de facto spouse; or

**12.12.7(a)(ii)** a child where there is no spouse or de facto spouse;

who does not receive a district or location allowance.

**12.12.7(b)** **Partial dependant** shall mean a **dependant** as prescribed in 12.12.7(a) who receives a district or location allowance prescribed in 12.12.1.

**12.12.8** Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of 12.12.1 shall be such amount as may be agreed between the Australian Mines and Metals Association, the Confederation of Western Australian Industry and the Trades and Labour Council of Western Australia or, failing such agreement, as may be determined by the Western Australian Industrial Relations Commission.

**12.12.9** Subject to the making of a General Order pursuant to section 50 of the *Western Australian Industrial Relations Act 1979*, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after 1st day of July each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing) as updated from time to time are incorporated into and form part of this award, for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

### **12.13 Special allowance**

**12.13.1** An employee engaged by the hour shall be paid a special allowance of 14.25 cents per hour to compensate for the removal of loadings consequent upon the introduction of paid sick leave for hourly hired employees.

**12.13.2** The above allowance is payable for all purposes of this award; it was fixed at the time of inclusion in the award and shall remain constant.

## **13. INDUSTRY AND UNDERGROUND ALLOWANCE**

In addition to the wages and rates prescribed in clauses 12 - Wages and additional rates and 14 - Cookhouse personnel - wage rates, the following allowances shall be paid:

### **13.1 Industry allowance**

An employee engaged on any of the work specified in clauses 12 - Wages and additional rates and 14 - Cookhouse personnel - wage rates shall be paid an allowance of \$18.10 a week to compensate for the following disabilities of the industry, namely, being subject to:

- 13.1.1** climatic conditions when working in the open on all types of work or on a multi-storey construction prior to it being enclosed;
- 13.1.2** the physical disadvantage of having to climb stairs or ladders, particularly on multi-storey construction;
- 13.1.3** dust blowing in the wind on construction sites;
- 13.1.4** sloppy or muddy conditions associated with the initial stages of construction;
- 13.1.5** dirty conditions caused by use of form oil or green timber;
- 13.1.6** drippings from newly poured concrete;
- 13.1.7** the disability of working on all types of scaffold other than a single plank or a bosun's chair; and
- 13.1.8** the lack of usual amenities associated with factory work.

Provided that as to 12.4 the aforementioned industry allowance shall only apply to employees of the classification of employment as set out in the Transport

Workers' Award 1998 [Print 906964 [AW799474CRN]] who are performing construction work on a construction project site within the scope of this award.

### **13.2 Underground allowance**

**13.2.1** An employee required to work underground shall be paid an allowance of \$8.90 a week in addition to the allowance prescribed in 13.1 and any other amount prescribed for such employee elsewhere in this award.

**13.2.2** Where a shaft is to be sunk to a depth greater than six metres the payment of the underground allowance shall commence from the surface.

**13.2.3** This allowance shall not be payable to employees engaged upon "pot and drive" work at a depth of 3.6 metres or less.

Provided that where an employee is required to work underground for no more than four days or shifts in an ordinary week he/she shall be paid an underground allowance in accordance with the terms of 12.6.1.

### **14. COOKHOUSE PERSONNEL - WAGE RATES**

**14.1** An employee when working as a member of the cookhouse personnel shall be engaged by the week and shall be paid at the wage rate set out in the table hereunder for his/her classification and locality of work.

#### **14.2 Rate per week**

<b>Classification</b>	<b>\$</b>	<b>Relativity</b>
1            Head cook	546.70	110%
Loading for split shifts	7.40	
2            Qualified / Tradesman cook	525.20	100%
Loading for split shifts	6.10	
3            Unqualified Cook or Cook's offsider/utility	498.94	95%
Loading for split shifts	5.50	

#### **14.3 Additional payment for night work**

Cookhouse personnel who commence ordinary hours of work between the hours of 8.00 p.m. and 2.00 a.m. shall be paid an additional flat amount of \$3.06 for each period of eight ordinary hours so worked.

### **15. MIXED FUNCTIONS**

**15.1** 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.

**15.2** 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.

## **16. WORKING HOURS**

Except as provided elsewhere in this award, the ordinary working hours shall be 38 per week worked in accord with the following provisions for a four week cycle:

**16.1** The ordinary working hours shall be worked within a twenty day four week cycle of eight hours each day Monday to Friday inclusive between the hours of 6.00 a.m. and 6.00 p.m. with 0.4 of one hour of each such day worked accruing as an entitlement to take the fourth Monday in each cycle as a day off paid for as though worked.

**16.1.1** Provided that by agreement in writing between an employer and his/her employees an alternate day in the four week cycle may be substituted for the fourth Monday as the day off paid as though worked, and where such agreement is reached all provisions of this award shall apply as if such day was the prescribed fourth Monday.

**16.1.2** Provided further that where special circumstances exist and where the majority of employees and the employer agree that it is not practicable for the foregoing "four week cycle" to operate then agreement may be reached between the employees and the employer on such other method of arranging working hours so that the average ordinary hours worked in any one week does not exceed 38.

**16.2** Where such fourth Monday or agreed rostered day prescribed by 16.1 falls on a public holiday as prescribed in clause 22 - Public holidays, the next working day shall be taken in lieu of the rostered day off unless an alternate day in that four week cycle or the next is agreed in writing between the employer and the employee.

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

**16.4** An employee who has not worked or is not regarded by reason of 16.3 as having worked a complete twenty day four week cycle shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off or in the case of termination of employment, on termination.

**16.5** The accrued rostered day prescribed in 16.1 and 16.2 shall be taken as a paid day off provided that the day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen or emergency circumstances on a project in which case, in addition to accrued entitlements, the employees shall be paid the penalty rates prescribed by clause 18 - Overtime and related issues.

### **16.6 Meal break**



There shall be a cessation of work and of working time for the purpose of a meal on each day, of not less than 45 minutes to be taken between noon and 1.00 p.m. Provided that by agreement at a particular location between the employer and the employees, the meal break may be shortened to not less than 30 minutes with a consequential adjustment to the daily time of cessation of work.

### **16.7 Spread of hours**

The ordinary hours of work for cookhouse personnel and camp orderlies shall be 38 per week in accordance with 16.1 and the prescribed eight hours per day may be worked in broken work periods as required within a spread of thirteen hours.

### **16.8 Early start**

**16.8.1** Where it is agreed between the employer, his/her employees, the working day may begin at 5.00 a.m. or at any other time between that hour and 8.00 a.m. and the working time shall then begin to run from the time so fixed with a consequential adjustment to the meal cessation period.

**16.8.2** Where special circumstances exist and a majority of employees desire to work longer hours on any day they may, subject to the consent of the employees, 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 and the prescribed working week does not exceed 38 ordinary hours.

**16.8.3** Where Shaft or Trench sinkers or Timbermen are working at a depth of over 1.8 metres and where employees are driving at any depth in a tunnel or similar work, the prescribed daily hours shall, on Monday to Friday inclusive, include crib time of half an hour to be counted as time worked.

**16.8.4** As to Carters and Drivers and employees doing work directly ancillary to that of Carters and Drivers, the employer may require them to work according to the numbers and arrangement of working hours provided or permitted by the award of which the additional rates of pay are as applied under 12.4.

**16.8.5** By not later than 1 October each year, and prior to publishing the next year's RDO's the employers in Western Australia will meet with the AWU Branch to programme the RDO's full calendar, and in doing so will ensure that RDO's fall together with public holidays prescribed by the award.

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

### **16.9 Cylinder employees**

The working hours and conditions of cylinder employees shall be those as from time to time prescribed in the code of the Standards Association of Australia for work in compressed air, Part 1 Airlock Operations.

## 17. SHIFT WORK

**17.1** 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.

**17.1.1** Employees on shift work shall accrue 0.4 of one hour for each eight hour shift worked to allow one complete shift to be taken off as a paid shift for every twenty shift cycle. This twentieth shift shall be paid for at the appropriate shift rate as prescribed by this clause and any appropriate allowance prescribed in clause 27 - Fares and travelling time.

**17.1.2** 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.

**17.1.3** 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.

**17.1.4** The employer and employees shall agree in writing upon arrangements for rostered paid days or for accumulation of accrued days to be taken at or before the end of a particular contract provided that such accumulation shall be limited to no more than five such accrued days before they are taken as paid days off and when taken the days shall be regarded as days worked for accrual purposes in the particular twenty shift cycle.

**17.1.5** Once such days have been rostered they shall be taken as paid days off provided that where an employer, for emergency reasons requires an employee to work on his/her rostered day off he/she shall be paid in addition to his/her accrued entitlement, the penalty rates prescribed in 17.3.1.

### 17.2 Definitions

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

**17.2.1(a) Day shift** means any shift starting on or after 6.00 a.m. and before 10.00 a.m.

**17.2.1(b) Afternoon shift** means any shift starting at or after 10.00 a.m. and before 8.00 p.m.

**17.2.1(c) Night shift** means any shift starting at or after 8.00 p.m. and before 6.00 a.m.

**17.2.1(d) Rostered shift** means a shift of which the employee concerned has had at least 48 hours' notice.

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

**17.2.2(a)** provide for rotation unless all the employees concerned desire otherwise;

**17.2.2(b)** provide for not more than eight shifts to be worked in any nine consecutive days.

**17.2.3** So far as employees present themselves for work in accordance therewith shifts shall be worked according to the roster.

### **17.3 Overtime**

**17.3.1** Work done by shift workers in excess of and outside the ordinary working hours inclusive of time worked for accrual purposes as prescribed in 17.1 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.

**17.3.1(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.

**17.3.1(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.

**17.3.1(c)** An employee who (except at his/her own request pursuant to 17.2.2):

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

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

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

**17.3.1(c)(iv)** 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.

**17.3.2** Employees working shifts shall be paid for ordinary hours of work inclusive of time worked for accrual purposes as prescribed in 17.1 between midnight on Friday and midnight on Saturday at the minimum rate of time and a half.

### **17.4 Sundays and holidays**

**17.4.1** Subject to this clause the provisions of clause 22 – Public holidays, shall apply to shift workers. 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.

**17.4.2** The provisions of this clause shall not apply to cookhouse personnel or camp orderlies.

## **18. OVERTIME AND RELATED ISSUES**

**18.1** 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 16 - Working hours and 17 - Shift work, 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. All time worked on a Sunday shall be paid at double time. In computing overtime, each day's work shall stand alone.

**18.2** 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.

### **18.3 Call out**

#### **18.3.1 Day workers**

##### **18.3.1(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.

##### **18.3.1(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.

**18.3.1(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 rate prescribed in clause 18 – Overtime and related issues or clause 22 – Public holidays, respectively, for the first call out and for the actual time worked at each subsequent call out.

**18.3.2 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 rate prescribed in clause 22 - Public holidays.

**18.4 Rest period after performing overtime duty**

**18.4.1** 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.

**18.4.2** 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.

**18.4.2(a)** 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.

**18.4.3** 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:

**18.4.3(a)** for the purpose of changing shift rosters; or

**18.4.3(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

**18.4.3(c)** where a shift is worked by arrangement between the employees themselves.

**18.5 Transport after overtime or shift work**

When an employee after having worked overtime or a shift for which he/she has not been regularly rostered finishes work at a time when reasonable means of transport are not available, the employer shall provide him/her with conveyance to his/her home or to the nearest public transport.

## **19. MEAL INTERVALS AND ALLOWANCES**

**19.1** If, when the meal time customary in the industry arrives on any day (not Sunday or a public holiday), 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.

**19.2** If on a day, not a Sunday or a holiday, an employee after working for six 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 six hours until he/she gets such interval.

**19.3** An employee shall not be required to work for more than four hours on a Sunday or holiday without a meal interval of at least 45 minutes.

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

Provided that where an employee is required to work overtime on a Saturday the first prescribed crib time shall if occurring between 10.00 a.m. and 1.00 p.m. be paid for at ordinary rates.

**19.3.2** Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours inclusive of time worked for accrual purposes as prescribed in clauses 16 - Working hours and 17 - Shift work, shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates.

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

**19.3.4** Two tea breaks of 7.5 minutes' duration on each day to be counted as time worked shall be allowed to employees other than shift workers without deduction of pay. The employer shall fix the time for the commencement of the tea break.

**19.3.5** An employee required to work overtime in excess of one and a half hours after working ordinary hours shall be paid by his/her employer an amount of \$9.20 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.

## **20. STAND DOWN**

**20.1** Where work is impracticable on any day through shortage of material, which shortage the employer could reasonably have avoided, the employee shall be paid for the time lost in such case.

**20.2** Provided however, 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.

## **21. ERECTING AND SHIFTING CAMP**

Employees shall be paid their usual rates for all time occupied by them in erecting and/or shifting camp and removing plant and equipment, provided such work is performed within the ordinary hours of duty; otherwise overtime rates shall be paid.

## **22. PUBLIC HOLIDAYS**

**22.1** Except as otherwise provided in this award if an employee is required to work on a holiday he/she shall be paid at two and a half times the ordinary prescribed rate.

**22.2** No deduction shall be made from the wages of an employee engaged by the week because of his/her not working on a holiday.

**22.3** In this award unless the contrary intention appears, the expression **holiday** means any of the following days:

### **22.4 In Western Australia**

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Birthday of the Sovereign, Christmas Day, Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in respect to Western Australia.

**22.5** Where consequent upon any visit to Australia by Her Majesty the Queen or any other member of the Royal Family, a holiday is proclaimed by Order in Council or otherwise gazetted by the authority of the Australian Government or of a State Government under any State Act throughout any Australian Territory or any State or part thereof, such day shall within the defined locality, be deemed to be a holiday for the purposes of this award. Provided that an employee shall not be entitled to the benefit of more than one holiday consequent upon such visit.

**22.6** Where in a State or Territory or locality within a State or Territory an additional holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout that State or Territory or a locality thereof, other than by those covered by Federal awards, 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 State, Territory or locality in respect of which the holiday has been proclaimed or ordered as required.

## **23. ANNUAL LEAVE**

**23.1** The following conditions shall apply in respect of annual leave for all employees:

**23.1.1** 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.

**23.1.2** Provided that the said annual leave by agreement between the employer and the employee concerned may be given and taken in two periods.

**23.1.3** By agreement between the employer and the employees concerned, short-term annual leave may be taken, not exceeding in total five days in any calendar year, at a time or times separate from any of the periods determined in this subclause.

**23.2** In addition to the leave prescribed in 23.1.1, 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.

**23.2.1** 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 23.1.1 increased by half a day for each month he/she is constantly engaged as aforesaid.

**23.3** The following conditions shall apply in respect of annual leave for employees whose services terminate.

**23.3.1** 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 23.2) shall be paid 1/6 of a fortnight's wages for each month of employment calculated to the nearest month; shift workers as defined in 23.2 shall be paid 10/47 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 23.2) shall be paid 1/6 of a fortnight's wages for each month of employment calculated to the nearest month; shift workers as defined in 23.2 shall be paid 10/47 of a fortnight's wages for each month of employment calculated to the nearest month.



**23.4** 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 under clause 24 - Personal leave, shall not count. Provided, however, this exclusion shall not apply to an injury for which compensation is payable under an Act of Parliament relating to workers' compensation in respect of a period of less than twelve months.

**23.4.1** Each employee, if he/she so desires, before going on leave shall be paid the wages which would ordinarily accrue pursuant to clauses 12 - Wages and additional rates, 13 - Industry and underground allowance and 14 - Cookhouse personnel - wage rates, during the currency of the leave.

**23.4.2** Subject to 23.6 the rate of wage to be paid to a shift worker shall be at the rate prescribed for work in ordinary time by clause 17 - Shift work, etc. according to the employee's roster or projected roster including Saturday, Sunday and holiday shifts.

**23.4.3** 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.

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

## **23.6 Annual leave loading**

### **23.6.1 Weekly hired employees**

**23.6.1(a)** In addition to the payment prescribed in 23.1.1 an employee shall receive during a period of annual leave a loading of 17.5% calculated on the appropriate wage rates and allowances prescribed in clauses 12 - Wages and additional rates, 13 - Industry allowance and underground allowance and 14 - Cookhouse personnel - wage rates, clause 27 - Fares and travelling time and leading hand rates and employees in charge of plant rates prescribed by 12.5, if applicable, together with any over award payment for the ordinary hours of work per week.

**23.6.1(b)** The loading prescribed above shall also apply to proportionate leave on lawful termination of employment.

### **23.6.2 Hourly hired employees**

**23.6.2(a)** In addition to the payment prescribed in 23.6.1 an employee shall receive during a period of annual leave a loading of 17.5% calculated on the appropriate wage rates prescribed by clause 12 - Wages and additional rates, and the allowances prescribed in clause 13 - Industry and underground allowance (converted in accordance with provisions of 9.3, the allowance

prescribed in 12.5 if applicable, together with any over award payment for the ordinary hours of work per week.

**23.6.2(b)** The loading prescribed above shall also apply to proportionate leave on lawful termination of employment.

### **23.6.3 Shift workers**

**23.6.3(a)** An employee who would have worked on shift work had he/she not been on annual leave shall be paid an additional loading of 17.5% calculated in accordance with the provisions of 23.6.1.

**23.6.3(b)** Provided that where the employee would have received shift loadings prescribed by clause 17 - Shift work, etc, had he/she not been on leave during the relevant period and such loadings would have entitled him to a greater amount than the loading of 17.5% then the shift loadings shall be added to the ordinary rate of wage prescribed in lieu of the 17.5% loading.

**23.6.3(c)** Provided further that if the shift loadings would have entitled him/her to a lesser amount than the loading of 17.5% then such loading of 17.5% shall be added to the rate of wage prescribed in lieu of shift loadings.

### **23.6.4 Bonus or payment by results workers**

**23.6.4(a)** An employee employed on bonus work or any other system of payment by results shall be paid an additional loading of 17.5% calculated in accordance with the provisions of 23.6.1.

**23.6.4(b)** Provided that where the additional loading prescribed in 23.4.3 by payment of weekly average earnings exceeds the loading of 17.5% then such additional amount shall be paid in lieu of 17.5%.

**23.6.4(c)** Provided further that if such additional amount based on weekly average earnings is less than the loading of 17.5% then such loading of 17.5% shall be added to the rate of wage prescribed in lieu of that additional amount.

## **24. PERSONAL LEAVE**

### **24.1 Weekly hired employees**

**24.1.1** 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:

**24.1.2** 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.

### **24.2 Hourly hired employees**

**24.2.1** An employee engaged on hourly hire 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:

**24.2.2** Five days' sick leave in the first year of employment and ten days' sick leave in the second and subsequent years of employment.

Provided however, that during the first year of service an employee shall accrue sick leave entitlements at the rate of three hours twenty minutes per month.

**24.3** Such sick leave shall accumulate from year to year so that any balance of the period specified in 24.1 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.

#### **24.4 Bereavement leave**

**24.4.1** An employee on the death of:

**24.4.1(a)** Spouse or de facto spouse;

**24.4.1(b)** Child, step child or child-in-law;

**24.4.1(c)** Parent, step parent or parent-in-law;

**24.4.1(d)** Sibling, step sibling or sibling-in-law;

**24.4.1(e)** Grandparent or step grandparent;

**24.4.1(f)** Any person, who immediately before that person's death, lived with the employee as a member of the employee's family,

is entitled to paid bereavement leave of up to three days normal pay. For distant work these days shall be exclusive of travel days.

**24.4.2** Evident of entitlement to bereavement leave that would satisfy a reasonable person is to be furnished to the employer.

#### **24.5 Family carers leave**

**24.5.1** Use of sick leave

**24.5.1(a)** An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons

when they are ill. Such leave shall not exceed five days in any calendar year and is not cumulative.

**24.5.1(b)** The employee shall, if required, provide a written statement as to the fact of illness of the person for whom the care and support is required.

**24.5.1(c)** The entitlement to use sick leave is subject to:

**24.5.1(c)(i)** The employee being responsible for the care of the person concerned; and

**24.5.1(c)(ii)** The person concerned being either a member of the employee's immediate family or a member of the employee's household.

**24.5.1(c)(iii)** The term **immediate family** includes:

- A spouse (including a former spouse), of the employee; and
- A child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee.

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

## **24.5.2 Use of unpaid leave**

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

## **25. ACCIDENT PAY**

### **25.1 Application**

This clause shall apply to all employees covered by this award.

### **25.2 Conditions of accident pay**

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

**25.2.1** 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 *West Australian Workers' Compensation Act 1981* as amended from time to time.

- 25.2.2** **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 appropriate *Workers' Compensation Act* and the employee's appropriate 38 hour award rate and accrued entitlements prescribed by clauses 16 - Working hours or 17 - Shift work, etc of 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.
- 25.2.3** An employer shall pay, or cause to be paid, accident pay during the incapacity of the employee within the meaning of the said appropriate 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.
- 25.2.4** 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 appropriate Acts 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.
- 25.2.5** In the event that the employee receives a lump sum in redemption of weekly payments under the said Acts, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.
- 25.2.6** An employer may at any time apply to the AIRC 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.

## **26. JURY SERVICE**

- 26.1** 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 inclusive of time worked for accrual purposes as prescribed in clauses 16 - Working hours or 17 - Shift work, etc. had he/she not been on jury service.
- 26.2** 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.

## **27. FARES AND TRAVELLING TIME**

- 27.1** An employee, who on any day is required by the employer to report directly to the job, shall be paid an allowance in accordance with the provisions of this subclause to compensate for travel patterns and costs peculiar to the industry, which includes mobility requirements of employees, and the nature of employment in the construction work covered by this award.

- 27.1.1** Jobs within a radius of 50 kilometres from the General Post Office (GPO), Perth - \$13.30 per day.
- 27.1.2** Jobs over 50 and no more than 60 kilometres from the GPO Perth. For each additional kilometre to a radius of 60 kilometres from the General Post Office, Perth – 50 cents per kilometre.
- 27.1.3** Subject to the provisions of 27.1.4, work performed at places beyond a 60 kilometre radius from the General Post Office, Perth shall be deemed to be distant work unless the employer and the employees agree in any particular case that the travelling allowance for such work shall be paid under this clause in which case an additional allowance of 50 cents per kilometre shall be paid for each kilometre in excess of the 60 kilometre radius.
- 27.1.4** In respect of work carried out from an employer's depot situated outside a radius of 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.
- 27.1.5** Where a transport to and from the job is supplied by the employer from and to the depot or such other place more convenient to the employee as is mutually agreed upon between the employer and the employee, half the above rates shall be paid.
- 27.1.6** The abovementioned provisions shall not apply to an employee who is provided with a vehicle by the employer.
- 27.2** The provisions of this clause shall not apply to an employee to whom clause 28 – Distant Work is applicable.

## **28. DISTANT WORK**

- 28.1** 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 \$43.81 per day or part thereof for the first six days and \$306.70 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.

- 28.2** The provisions of 28.1 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, the employer 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.
- 28.3** Subject to the provisions of 28.5:

- 28.3.1** the employer shall pay all reasonable expenses including fares, transport of tools, meals and, if necessary, suitable overnight accommodation incurred by an employee or person engaged who is directed by the employer to proceed to the locality of the site and who complies with such direction.
- 28.3.2** the employee shall be paid at ordinary rate of payment for the time up to a maximum of eight hours in any one day incurred in travelling pursuant to the employer's direction.
- 28.4** Where an employee who, after one month of employment with an employer, leaves the employment, or whose employment is terminated by the employer "except for incompetency, within one working week of the employee commencing work on the job or for misconduct" and in either instance subject to the provisions of clause 9 – Contract of service, returns to the place from whence the employee first proceeded to the locality, or to a place less distant than or equidistant to the place where the employee 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 the employer would have paid if the employee had returned to the locality from which the employee first proceeded to the job.
- 28.5** On work north of the 26<sup>th</sup> parallel of South Latitude the following provisions apply:
- 28.5.1** the employer may deduct the amount of the forward fare from the employee's first or later wages but the amount so deducted shall be refunded to the employee if the employee continues to work for three months, or, if the work ceases sooner, for so long as the work continues.
- 28.5.2** 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.
- 28.6** An employee, to whom the provisions of 28.1 apply, shall be paid an allowance of \$27.20 for any weekend that the employee returns home from the job, but only if:
- 28.6.1** the employee advises the employer or the employer's agent of the employee's intention no later than the Tuesday immediately preceding the weekend in which the employee so returns;
- 28.6.2** the employee is not required for work during that weekend;
- 28.6.3** the employee returns to the job on the first working day following the weekend; and
- 28.6.4** the employer does not provide, or offer to provide, suitable transport.
- 28.7** Where an employee, supplied with board and lodging by the employer, is required to live more than 800 metres from the job the employee shall be provided with suitable transport to and from that job or be paid an allowance of \$11.70 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.

**28.8** 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 the employee cannot return 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:

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

**28.8.1(a)** After four continuous months service with the employer; and in addition to the weekend the employee shall be entitled to two days leave on ordinary pay subject to the provisions of 28.8.2, and

**28.8.1(b)** After each further period of four months continuous service with the employer; and in addition to the weekend, the employee shall be entitled to two days leave, one of which days shall be on ordinary pay subject to the provisions of 29.8.2.

**28.8.2** 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 the employer, on the first working day for that employee immediately following the period of leave referred to in 28.8.1, that employee shall be paid at the completion of the first pay period commencing on or after the day upon which the employee returns to work from the leave taken pursuant to 28.8.1 the ordinary pay for that period of leave and the actual cost of air fares incurred in travelling home or to Perth or to any other place and to the job and which in no case shall exceed the cost of an economy airfare from the job to Perth and return.

**28.8.3** The entitlement to leave and travelling accruing to an employee pursuant to 28.8.1 may be availed of as soon as reasonably practicable after it becomes due and if it is not availed of within one month after it so becomes due the entitlement shall lapse.

**28.9** Any time in respect of which an employee is absent from work except time for which the employee is entitled to claim payment pursuant to clause 24 – Personal leave or time spent on holidays pursuant to 22.1 of clause 22 – Public holidays and clause 23 – Annual leave, shall not count for determining the employee’s rights to travel and leave under the provisions of 28.8.

## **29. CAMPING ALLOWANCE**



- 29.1** 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 \$128.80 for every complete week they are available for work. Such weekly allowance is to cover any fares incurred at the week-end by men/women 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 week-end 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 \$14.90 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.
- 29.2** 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 29.1 shall be reduced to \$70.90 per week, or \$10.13 per day, as the case may be.
- 29.3** 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.

### **30. DEFINITIONS**

In this award:

- 30.1 Adzing machine, Labourer at** means an employee bringing material to or from the adzing machine.
- 30.2 Air compressor, employee in charge** means an employee in charge of an air compressor, but who may be required to do other work than driving it.
- 30.3 Assistant Rigger** means an employee 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 insuring the stability of such members for dismantling such structures or for setting up cranes or hoists other than those attached to scaffolding and who has had not less than twelve months' experience at rigging work. Direct supervision means that the Rigger must be present on the job to guide the work during its progress.
- 30.4 Axeman** means an employee felling standing trees exceeding 225 millimetres in diameter at point of cut without having to go up on boards or shoes, or an employee converting, cutting, trimming or lopping such trees after they have been felled.
- 30.5 Axeman on boards or shoes** means an employee felling standing trees and having to go upon boards or shoes to do it.
- 30.6 Ballast packer** means an employee packing metal ballast on a railway or tramway.
- 30.7 Barrowman on incline or on elevated planks** means an employee required to use a barrow on an incline of one to twenty or greater or on elevated planks.

- 30.8 Batterman or Trimmer** means an employee finally trimming off the slopes of cuttings, channels, banks or excavations.
- 30.9 Binman** means an employee who, in a tunnel or heading or on a stone crusher on the surface, is regulating the filling of material into wagons or other receptacles from any chute, stage or overhead structure such as is commonly known as a "Chinaman", or from a crusher bin.
- 30.10 Bitumen pourer** means an employee who, otherwise than in patching, pours bitumen in final position.
- 30.11 Bitumen worker** means an employee (other than a Bitumen Pourer) heating, preparing, cutting, carrying, laying using on woodwork or handling asphalt, bitumen, tar or emulsion or material coated with any one thereof.
- 30.12 Boodler** means an employee shovelling underground or in trenches 1.8 metres or more in depth.
- 30.13 Boxer out** means an employee doing the final trimming in road marking.
- 30.14 Boxer up** means an employee levelling and trimming ballast on a railway or tramway.
- 30.15 Chipper, pipes** means an employee scraping or cleaning steel pipes.
- 30.16 Cofferdam worker (not under air pressure)** means an employee working in a coffer dam, caisson or cylinder over 2.4 metres in depth and less than 2.4 metres in diameter.
- 30.17 Commission** means the Australian Industrial Relations Commission (AIRC).
- 30.18 Commissioner** means the AIRC constituted by a Commissioner.
- 30.19 Concrete or Compo worker** means an employee (other than Concrete Floater) mixing by hand, handling or working concrete or compo but not a Wire or Bar Worker in reinforced concrete.
- 30.20 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.
- 30.21 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.
- 30.22 Concrete mixer driver** means an employee who operates a concrete mixer and who may be required to effect minor repairs on the machine.

**30.23 Construction and maintenance carpenter's labourer** means an employee generally assisting a Construction and Maintenance Carpenter in erecting or repairing form work or scaffolding or similar structure in the course of such assistance doing work such as dressing timber, tenoning, pointing, ringing, shoeing or topping piles, mortising head stocks, scribing down girders, walings and bracings, fitting fenders and fitting stay piles but not doing timber squaring.

**30.24 Coppice knocker** means an employee treating coppice and selected stems for regeneration of area.

**30.25 Crowman or Hydraulic punchman** means an employee curving, bending or straightening rails by means of an appliance known as a crow.

**30.26 Employee in charge of plant means:**

**30.26.1** when two or more employees are employed at the plant at the one time, the employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility; or

**30.26.2** an employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility over one or more other employees; or

**30.26.3** when he/she is the only person of his/her class employed on the plant the employee who does the general repair work of the plant in addition to the work of operating, but not when he/she merely assists a Fitter or Engineer to do such work; or

**30.26.4** where shifts are worked the employee who is directed to carry out the general repair work of the plant in addition to the work of operating, but not when he/she merely assists a Fitter or Engineer to do such work.

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

**30.28 Grader operator, with or without scarifier** means an employee manually operating a mechanical appliance in connection with a grader.

**30.29 Guard** means an employee in charge of a train or rake of trucks or railway wagons drawn or propelled by steam, electric or other motor power used in connection with the haulage of ballast (sand, gravel or broken stone), rock, earth or other material used in connection with construction work.

**30.30 Heelman** means an employee carrying the heel and placing it in position for the Jackman or Leverman.

**30.31 Higher pruner** means an employee pruning trees required to climb a ladder in performing such pruning work.

**30.32 Jointer, 1st Class** means an employee engaged on caulking joints of 300 millimetre diameter and over, or Leading Jointer or Jointer-in-charge.

- 30.33 Jointer, 2nd Class** means an employee engaged on the following types of work - caulking joints for water service connections; branch and valve insertions; or reticulation and hydrant connections.
- 30.34 Jointer, 3rd Class**, means an employee engaged on jointing work other than that specified for Jointers, 1st and 2nd Class.
- 30.35 Leading hand** means an employee who is required to supervise or direct or be in charge of another employee or other employees.
- 30.36 Live sewer work** means work carried out in situations where there is direct aerial connection with a sewer through which sewage is flowing. Where aerial connection with sewer is blocked by a disc, plug, water seal or other means the live sewer rate shall not apply.
- 30.37 Machine, oil, petrol or electric, employee in charge** means an employee not elsewhere specified in this award who is in charge of such machine.
- 30.38 Metal or Gravel Spreader** means an employee spreading on base of surface course prior to use of drags, planers, graders or similar means to finally level off.
- 30.39 Metal Large, Spreader** means an employee spreading large metal which is not afterwards levelled by drags, planers, graders or similar means.
- 30.40 Operator drilling machine** means an employee who uses machines driven by hydraulic electric, compressed air or other power to bore holes for explosive charges in shaft or trench sinking or tunnelling or quarry operations with hand or machine rigged drills. He/she must, when required, decide the best location and depth of holes to be bored with a view to the economy and safety of the operation.
- 30.41 Pipe coating machine - employee assisting in plant** means an employee doing preparatory work and ancillary work to pipe coating including scraping, cleaning, fixing transport and spinning rings, etc.
- 30.42 Pitcher or Beacher** means an employee pitching or beaching on embankment or floor with stone or riprap.
- 30.43 Platman** means an employee working underground as Platman.
- 30.44 Ploughman's offsider** means an employee who renders general assistance to the Ploughman in the work of ploughing.
- 30.45 Powder monkey's assistant** means an employee (other than in connection with a quarry) assisting under the direct supervision of a Powder monkey in placing and firing explosive charges excluding the operation of an explosive powered tool. Direct supervision means that the Powder monkey must be present on the job to guide the work during its progress.
- 30.46 Propagator (Forestry)** means an employee engaged as such and responsible for the propagation of plants, trees or shrubs from seeds, cuttings or by grafting or budding.

- 30.47 Quarry** does not include any excavation made in the execution of any work from which materials is secured for the purpose of such work.
- 30.48 Rails or sleepers, employee loading** means an employee loading or unloading on to or from a railway wagon rails of 27 kilograms or more or sleepers.
- 30.49 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.
- 30.50 Rigger and Splicer - wire or hempen rope** means an adult employee who is responsible for the erection of tackle or who is required amongst other duties to splice wire or hempen rope.
- 30.51 Scabblor** means an employee using a scabbling tool for the purpose of trimming the sides, roof or floor of tunnels or rock excavations and for the purpose of this definition the term **scabbling tool** shall mean a pick shaped implement or gad generally used for the purpose of scabbling.
- 30.52 Scaffolder** means an employee engaged in the work of erecting or altering or dismantling scaffolding (as hereinafter defined) of all types.
- 30.53 Scaffolding** means scaffolding which is so placed that a person or object falling therefrom could fall a distance of three metres or more.
- 30.54 Shaft** means an excavation over 1.8 metres deep with a cross sectional area of less than thirteen square metres.
- 30.55 Sharpener, Tool** means an employee who sharpens and repairs any tools or drills which are heated to be sharpened.
- 30.56 Slurry Refiller** means an employee engaged on sewerage work who, by means of hand tools, mixes soil with water, to a suitable consistency and shovels the resultant mixture into an excavation.
- 30.57 Spaller, other than in connection with a quarry** means an employee reducing stone to a specified or unspecified size by means of a spalling hammer of a mass of 4.5 kilograms or more.
- 30.58 Splitter** means an employee splitting posts, droppers, rails, slabs or palings.
- 30.59 Spragger or Spragsman** means an employee spragging the wheels of trucks by inserting between the spokes a piece of timber termed a **sprag** for the purpose of bringing such trucks to a standstill.
- 30.60 Steam or electric navy running on rails, Attendant on** means an employee lifting and laying down tracks and doing other work incidental thereto.

**30.61 Storeman (as defined)** means an employee who carries out continuous stores functions of receiving, storing, issuing or recording machine spare parts, tools, fuels or other items.

**30.62 Tar worker, inside pipes** means an employee required to enter pipes and apply tar or other enamels or bitumen or bituminous enamels or other pipe coating materials to the inside of pipes.

**30.63 Telford pitcher** means an employee constructing the foundation of a road on the principles laid down by Telford.

**30.64 Timber from trench or tunnel, employee drawing** means an employee working underground in the drawing of timbers.

**30.65 Timberman** means an employee timbering excavations, shafts, etc.

**30.66 Tipman** means an employee at the tip head who directs where the material shall be tipped, assists in the tipping or keeps bank true to specified line and level.

**30.67 Tree climber** means an employee required to climb heights of over nine metres in trees to collect seed, measure heights or for other like purposes.

**30.68 Trolley loader** means an employee in the platelaying gang loading material from stack to trolley.

**30.69 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.

**30.70 Tunneller 2** means an employee engaged underground in the work of assisting Tunneller 1, car spotter, brakeman, operators of rotary car dumps, members of a bull gang or an employee carrying out any other general underground labouring in the course of tunnel excavation operations.

**30.71 Union** means The Australian Workers' Union.

**30.72 Vermin and noxious weeds employee** means an employee required to use spray materials, poisons and fumigants for the purpose of controlling vermin or noxious weeds and includes an employee trapping or snaring vermin.

**30.73 Wagon trimmer at chute or stage or Chinaman** means an employee in a tunnel or heading regulating the filling of material into wagons or other receptacles from any chute, stage or overhead structure such as is commonly known as a "Chinaman".

**30.74 Wall builder** means an employee cutting and facing stone and placing stone in position and who is responsible for line and direction.

## **31. CLOTHING AND SPECTACLES**

**31.1** The employer shall be responsible up to a maximum of \$834.30 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.

**31.2** 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 subclause shall not apply when an employee is entitled to workers' compensation in respect to the damage.

## **32. WET WORK**

**32.1** Where an employee is required to work in a wet place or in heavy rain he/she shall be either provided with gumboots and adequate waterproof clothing including waterproof head covering so as to protect him/her from getting wet or shall be reimbursed the cost of purchasing the gumboots and clothing.

**32.2** The waterproof clothing, headgear and boots supplied pursuant to this clause shall remain the property of the employer. The loss of such clothing due to any cause arising out of the neglect or misuse by the employee shall be a charge against the wages of the employee, provided that no charge shall be made in respect of reasonable wear and tear.

**32.3** Notwithstanding the foregoing, where it is necessary to complete a concrete pour during rain, an employee shall receive an addition of 25% of his/her ordinary rate, provided that the employer supplies adequate protective clothing to the employee.

**32.4** 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.

**32.5** Rain shall be deemed to be heavy when, if the employee works therein as required, his/her clothes become saturated.

**32.6** All maintenance patrolmen shall be supplied with gumboots, waterproof coat and suitable head covering free of charge by the employer. Such clothing shall be issued in good condition and retained by the employee during the period of his/her employment and shall be renewed by the employer when necessary. If such clothing is not supplied the employee may claim the cost of purchase.

**32.7** All waterproof clothing, headgear and boots supplied pursuant to this clause shall be fumigated before being transferred from one employee to another.

## **33. PROTECTIVE CLOTHING**

**33.1** The following classifications of employees: Bitumen pourer; Bitumen worker; Enamel maker; Tar or Bitumen sprayer (power driven) attendant; Tar workers (inside and outside pipes); Sprayer operators and Sprayer drivers on bitumen plant are required to wear gloves when working. The cost of the gloves shall be reimbursed by the employer. The provisions of this subclause do not apply where the employee is provided with gloves at the employers expense.

**33.2** Where it is necessary for employees at kettle or handling drums to wear basil aprons or other protective clothing the employees will be reimbursed the cost of the clothing. Provided that this subclause does not apply where the clothing is supplied at the employers expense.

**33.3** Where it is necessary for employees on the job to remove tar bitumen emissions or similar preparations from the persons the employees will be reimbursed the cost of purchasing oil or other suitable solvents to use as solvents. The provisions of this subclause will apply where the solvent is provided at the employees expense.

**33.4** All protective clothing supplied pursuant to this clause shall be fumigated before being transferred from one employee to another.

**33.5** If protective clothing is supplied by the employer, pursuant to this clause, it shall remain the property of the employer. The loss of such protective clothing due to any cause arising out of the neglect or misuse by the employee shall be a charge against the wages of the employee provided that no charge shall be made in respect of reasonable wear and tear.

#### **34. FIRST AID ATTENDANT**

**34.1** Any employee appointed by the employer to perform first aid duty in any gang shall be paid 88 cents per day in addition to his/her ordinary rate.

**34.2** 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 88 cents per day.

#### **35. PAYMENT DURING WORKING HOURS**

**35.1** Employees shall be paid their wages during working hours, and if not paid shall be entitled to be paid at ordinary rates for the time they have to wait for payment, provided that, if because of circumstances beyond the reasonable control of the employer he/she cannot so pay the wages, he/she shall only be bound to pay them at the earliest time reasonable in the circumstances.

**35.2** Employees shall be paid their wages in cash, or where agreement is reached between the employer and the employee or employees, payment of wages may be made by cheque or paid into an account as nominated by the employee.

#### **36. STRUCTURAL EFFICIENCY EXERCISE**

**36.1** 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 deskilling.

**36.2** Employees must undertake duties as directed within the limits of their competence.

**36.3** Any direction issued by an employer shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.



B. This award shall come into force on and from the first pay period after 19 March 2003 and shall continue in force for six months.

BY THE COMMISSION:

COMMISSIONER

## **APPENDIX 1 - MAJOR CONSTRUCTION PROJECTS AND BRIDGE BUILDING PROJECTS**

### **1. APPLICATION**

- 1.1** This Appendix shall apply to employees who are members or eligible to be members of The Australian Workers' Union employed by respondent employers to The Australian Workers' Union Construction and Maintenance (Consolidated) Award 1987 [Print G6898 [AW765527] (the award) who perform work within the scope of the award on major civil construction projects and on bridge building projects (as defined in clause 2 - Scope-major projects and bridge building of this Appendix).
- 1.2** The provisions of The Australian Workers' Union Construction and Maintenance (Consolidated) Award 1987 [Print G6898 [AW765527]] shall apply to such work unless any such provisions are inconsistent with the provisions of this Appendix in which case the provisions of this Appendix shall prevail.
- 1.3** In the event of any dispute arising concerning the application of this Appendix, and agreement on the matter cannot be reached by the parties, the matter shall be referred to the AIRC for determination.

### **2. SCOPE - MAJOR PROJECTS AND BRIDGE BUILDING**

- 2.1** A major project for the purpose of this Appendix shall mean a major construction project situated in remote and/or difficult terrain and/or containing disadvantages and disabilities not provided for in this award.
  - 2.1.1** Any dispute that this Appendix apply on the ground that a particular project is a major project shall be referred to the AIRC in accordance with clause 8 - Settlement of disputes, is a major project. The nature and type of the project specified in the various Appendices replaced by this Appendix shall be a guide to the declaration that any new projects are to be covered by this Appendix.
- 2.2** **Bridge building** for the purpose of this Appendix shall mean the construction of all bridges, overpasses and underpasses including on-site steel work, concrete work and the preparation incidental thereto in the State of Western Australia.

### **3. ENGAGEMENT**

In lieu of the provisions of clause 9 – Contract of Service of this Award, the following shall apply:

- 3.1** Engagement shall be by the week.
- 3.2** Should an employee absent himself/herself from work his/her wages shall be subject to a deduction proportionate to the length of his/her absence except when absent on paid leave.

**3.3** Upon commencing work with an employer, an employee shall be classified under a classification prescribed in this Appendix and he/she shall remain upon such classification and be paid the rate prescribed therefore, until he/she is reclassified. An employee shall be entitled to one week's notice of any proposed reclassification by the employer.

**4. RATES OF PAY**

**4.1** In lieu of the rate of pay and allowances set out in 12.1, 12.2, 12.3 and 12.5 and clause 13 - Industry and underground allowance, the following rates will apply:

**PART 1 - CONSTRUCTION WORKERS**

<b>Classification</b>	<b>Western Australia</b> \$
1 Construction worker grade 1	469.30
• Labourer with less than three months' experience in the construction industry	

<b>Classification</b>	<b>Western Australia</b> \$
2 Construction worker grade 2	493.20
• Aluminium alloy structural erector;	
• Assistant powder monkey (as defined);	
• Assistant rigger (as defined);	
• Bar bending machine operator;	
• Bitumen worker (as defined);	
• Chainman;	
• Concrete cutting or drilling machine operator;	
• Concrete floater (as defined);	
• Concrete formwork stripper;	
• Concrete gang worker;	
• Concrete gun or Pump operator;	
• Crane chaser/crane hand/gantry hand;	
• Demolition labourer;	
• Dump cart;	
• Fencer (as defined);	
• Gear hand;	
• Jackhammerman;	
• Kerb and gutter layer;	
• Pick or shovelman;	
• Steel erector;	
• Tradesman labourer.	

<b>Classification</b>	<b>Western Australia</b> \$
-----------------------	--------------------------------

3	Construction worker grade 3	504.80
	<ul style="list-style-type: none"> <li>• Concrete batching plant operator;</li> <li>• Concrete finisher (as defined);</li> <li>• Foundation shaftsman (as defined);</li> <li>• Hoist or Winch driver;</li> <li>• Manhole builder;</li> <li>• Pitcher or beacher (as defined);</li> <li>• Powder monkey;</li> <li>• Power driven portable saw, employee operating;</li> <li>• Scaffolder (as defined);</li> <li>• Spotter;</li> <li>• Steel fixer (including tack welder);</li> <li>• Storeman;</li> <li>• Tool sharpener (as defined);</li> <li>• Traffic controller;</li> <li>• Wall builder (as defined).</li> </ul>	

**Classification**

**Western Australia**

**\$**

4	Construction worker grade 4	520.40
	<ul style="list-style-type: none"> <li>• Crusher operator, aggregate;</li> <li>• Dogman;</li> <li>• Drainer;</li> <li>• Operator, drilling machine, up to and including 155 mm diameter;</li> <li>• Paviour (including segmental paving);</li> <li>• Pipe layer (any kind of pipes);</li> <li>• Renderer (as defined) in pipes, tunnels or covered drains;</li> <li>• Rigger;</li> <li>• Timberman (as defined).</li> </ul>	

**Classification**

**Western Australia**

**\$**

5	Construction worker grade 5	532.60
	<ul style="list-style-type: none"> <li>• Operator, drilling machine, over 155mm to 230 mm diameter;</li> <li>• Shaft or trench sinker;</li> <li>• Tunneller 2 (as defined);</li> <li>• Winding and haulage driver.</li> </ul>	

**Classification**

**Western Australia**

**\$**

6	Construction worker grade 6	538.10
	<ul style="list-style-type: none"> <li>• Operator, drilling machine, over 230 mm diameter;</li> </ul>	

- Operator, tunnel boring machine;
- Operator, tunnel excavating machine (Alpine);
- Tunneller 1, (as defined).

## **PART 2 - PLANT OPERATORS**

<b>Classification</b>	<b>Western Australia per week \$</b>
1 Plant operator grade 1	500.00
<ul style="list-style-type: none"> <li>• Bitumen sprayer;</li> <li>• Concrete finisher, powered;</li> <li>• Concrete spreader, powered;</li> <li>• Crawler tractor with power operated attachments (up to and including 2000kg shipping mass);</li> <li>• Dumper, rear and bottom (up to and including two cubic metres struck capacity);</li> <li>• Hand sprayer, lance type;</li> <li>• Pneumatic tyred tractor with power operated attachments (up to and including 15 kW net engine power);</li> <li>• Roller (under eight tonnes);</li> <li>• Roller, vibrating, (under four tonnes);</li> <li>• Second driver, navy and dragline or dredge type excavator;</li> <li>• Trenching machine (small Ditch-Witch type).</li> </ul>	

<b>Classification</b>	<b>Western Australia per week \$</b>
2 Plant operator grade 2	527.30
<ul style="list-style-type: none"> <li>• Bitumen sprayer (driver)</li> <li>• Concrete paver</li> <li>• Crawler loader (up to and including 15000 kg mass)</li> <li>• Crawler tractor with power operated attachments (over 2000 kg up to and including 15000 kg shipping mass)</li> <li>• Dumper, rear and bottom, (above two cubic metres, up to and including 30 cubic metres struck capacity)</li> <li>• Excavator (up to and including 0.5 cubic metres struck capacity)</li> <li>• Grader (below 35 kW net engine power)</li> <li>• Locomotive (not carrying passengers)</li> <li>• Pile driver</li> <li>• Pneumatic tyred loader (up to and including 105 kW net engine power)</li> <li>• Pneumatic tyred tractor with power operated attachments (above 15 kW up to and including 150 kW net engine power)</li> <li>• Roller (eight tonnes and above)</li> <li>• Roller, vibrating (four tonnes and above)</li> <li>• Scraper (up to and including ten cubic metres struck capacity)</li> </ul>	

- Track laying, fixing or levelling machine (railway construction)
- Trenching machine (depth up to 2.4 metres, and width up to 450 mm) and bucket wheel trencher with equivalent capacity in cubic metres per hour.

<b>Classification</b>	<b>Western Australia per week \$</b>
3 Plant operator grade 3	541.10

- Crawler loader (above 15000 kg mass, up to and including 60000 kg mass);
- Crawler tractor with power operated attachments (above 15000 kg up to and including 60000 kg mass);
- Dumper, rear and bottom (above 30 cubic metres, up to and including 120 cubic metres struck capacity);
- Excavator (above 0.5 cubic metres, up to and including 5.5 cubic metres struck capacity (this group includes Gradall);
- Grader, (35 kW up to and including 190 kW net engine power);
- Locomotive (carrying passengers);
- Pneumatic tyred loader (over 105 kW up to and including 500 kW net engine power);
- Pneumatic tyred tractor with power operated attachments (above 150 kW up to and including 500 kW net engine power);
- Scraper (above 10 cubic metres, up to and including 50 cubic metres struck capacity);
- Trenching machine (greater than 2.4 metres depth and 450 mm width) and bucket wheel trencher with equivalent capacity in cubic metres per hour.

### **PART 3 - MOBILE CRANE OPERATORS**

<b>Classification</b>	<b>Western Australia per week \$</b>
<b>Operator of mobile crane with lifting capacity of:</b>	
1 Up to 8 tonnes	516.50
2 In excess of 8 tonnes and not exceeding 15 tonnes	528.50
3 In excess of 15 tonnes and not exceeding 40 tonnes	537.00
4 In excess of 40 tonnes and not exceeding 80 tonnes	543.70
5 In excess of 80 tonnes and not exceeding 100 tonnes	548.80
6 In excess of 100 tonnes and not exceeding 140 tonnes	556.40
7 In excess of 140 tonnes and not exceeding 180 tonnes	566.40
8 In excess of 180 tonnes and not exceeding 220 tonnes	577.80
9 In excess of 220 tonnes	595.20

### **PART 4 - COOKHOUSE PERSONNEL**

	<b>Classification</b>	<b>\$</b>	<b>Relativity</b>
1	Head cook	546.70	110%

	Loading for split shifts	7.40	
2	Qualified/ Tradesman cook Loading for split shifts	525.20 6.10	100%
3	Unqualified Cook or Cook's offsider/utility Loading for split shifts	498.94 5.50	95%

### **Additional payment for night work**

Cookhouse personnel who commence ordinary hours of work between the hours of 8.00 p.m. and 2.00 a.m. shall be paid an additional flat amount of \$3.00 for each period of eight ordinary hours so worked

## **PART 5 - ALLOWANCES**

### **1. ALLOWANCES**

The following allowances shall be payable for all purposes of the award:

	<b>Per week</b>
	<b>\$</b>
<b>1.1</b> Coffor dam workers (under air pressure)	Rate to be that agreed to by the employer and employees
<b>1.2</b> Coffor dam worker (not under air pressure)(as defined)	8.10
<b>1.3</b> Employee in charge of plant (as defined)	24.30

### **2. Leading hands (as defined)**

A person who specifically appointed to be a leading hand (as defined) shall be paid at the rate of the under mentioned amounts above the rates of the highest classification supervised, or his/her own rate, whichever is the highest in accordance with the number of persons in his/her charge.

	<b>\$</b>
<b>2.1</b> In charge of not more than one person	11.90
<b>2.2</b> In charge of two and not more than five persons	26.60
<b>2.3</b> In charge of six and not more than ten persons	33.70
<b>2.4</b> In charge of more than ten persons	44.30

### **2. Supplementary payment**

All employees shall be paid a supplementary payment of \$52.10 per week, which shall be added to the amounts appearing in Clause 4 for the purpose of calculating the actual weekly rates.

**3. Special allowance**

In addition to the base rate specified in Clause 4 employees shall be paid for all purposes of this award a special allowance of \$7.70 per week, and such allowance shall not be altered as consequence of wage indexation decisions.

**4. Actual weekly rate**

The actual weekly rate shall be calculated by multiplying the sum of the appropriate amounts prescribed in:

- 4.1** Appendix 1 Clause 4 and Part 5 sub 2 supplementary payments 1.1 and 1.2.
- 4.2** Clause 13 - Industry underground allowance, provided that the amount of the allowance prescribed in 13.1 shall be \$18.60 and in 13.2 shall be \$9.20 for the purpose of this calculation.
- 4.3** Clause 12.12 Location Allowances.
- 4.4** by fifty two over fifty point four (52/50.4) rounded to the nearest ten cents, and by adding to that subtotal the special allowance prescribed in 6.



## **APPENDIX 2 - RAILWAY CONSTRUCTION AND MAINTENANCE INDUSTRY WESTERN AUSTRALIAN INDUSTRIAL REGISTRY**

### **1. PREAMBLE**

- 1.1** This Appendix shall apply to employees who are members or eligible to be members of The Australian Workers' Union employed by employers respondent to the Australian Workers' Union Construction and Maintenance (Consolidated) Award 1987 [Print G6898 [A0051 [AW765527]] (the award) who perform work within the scope of the award on railway construction and maintenance north of the 26 degrees South Latitude in Western Australia.
- 1.2** The provisions of the award shall apply to such work unless any such provisions are inconsistent with the provisions of this Appendix, in which case the provisions of this Appendix shall prevail.
- 1.3** In the event of any dispute arising concerning the application of this Appendix, and agreement on the matter cannot be reached by the parties, the matter shall be referred to the AIRC for determination.

### **2. TRAVEL ASSISTANCE**

An employee who, by his/her place of engagement, does not qualify for the entitlements of 28.1, shall be entitled to have paid the return economy air fares to Perth for himself/herself, his/her spouse and children once a year on annual leave, provided that:

- 2.1** The spouse and any dependent children are bona fide residents in the locality.
- 2.2** A single ticket voucher for each member of the family will be issued prior to the commencement of leave.
- 2.3** Reimbursement for return fares will be made at the completion of the first pay period commencing on or after the date of return to the job.

Provided further that any employee who may suffer financial hardship in the payment of the return fare shall, on application, be able to collect from the employer's Perth office the necessary return ticket vouchers within two working days prior to the completion of his/her annual leave.

### **3. PROVISION OF SAFETY BOOTS**

- 3.1** On engagement an employee shall be entitled to receive a free issue of safety footwear or be reimbursed the cost thereof.
- 3.2** Subsequent replacement shall be as and when necessary, at the employer's discretion. Re-issue shall be on a pair-for-pair basis at the store.

### **4. LIVING OUT ALLOWANCE**

- 4.1** In circumstances where an employer does not elect to provide suitable board and lodging free of charge, an employee who has an entitlement to it pursuant to 28.1, shall

be paid the allowance prescribed in 4.4 in lieu of the provisions of 12.11 and clauses 28 – Distant work and 29 - Camping allowance.

Alternatively an employer may provide suitable Board and Lodging free of charge and the provisions of this clause will not apply.

- 4.1.1** The allowances prescribed in 4.4 shall only be payable to employees occupying accommodation as principal tenants; i.e. not as paying guests or lodgers.
- 4.1.2** No living out allowance shall be payable to an employee occupying subsidised accommodation.
- 4.1.3** Only one living out allowance shall be payable in respect of any one accommodation unit.
- 4.2** If an employee in receipt of living out allowance is directed by his/her employer to change his/her work location and as a result has to book into camp temporarily, no deduction for camp accommodation charges will be made from his/her living out allowance.
  - 4.2.1** If, however, the transfer becomes a permanent one, the employee will be required to either change his/her place of residence, or forfeit his/her living out allowance while booked into camp.
  - 4.2.2** Similarly, if an employee requests a transfer which necessitates booking into camp he/she will be required to forfeit his/her living out allowance.
- 4.3** Living out allowance is not payable when an employee is absent from work without permission.
- 4.4** Workers who qualify for living out allowance in accordance with the provisions of this clause shall be paid \$210.90 per week provided that where the employer provides site and services the above amount will be reduced by \$29.00 per week.
- 4.5** The payment prescribed in 4.4 shall be made four-weekly in arrears.
- 4.6** The payment prescribed in 4.4 shall be reviewed on 7 July each year taking into account movements in accommodation expenses in awards and agreements of the Commission applying in the area.

## **5. ANNUAL LEAVE**

- 5.1** Notwithstanding the provisions of clauses 22 – Public holidays and 23 - Annual leave, the days: Australia Day, Easter Monday, Foundation Day, Sovereign's Birthday and Boxing Day, shall not be holidays but in lieu thereof there shall be added one week to the annual leave to which each employee is entitled under clause 23 - Annual leave.
- 5.2** The loading prescribed in 23.6.1 and 23.6.2 shall apply to the additional annual leave taken under this clause.

**5.3** The days: Australia Day, Easter Monday, Foundation Day, Sovereign's Birthday and Boxing Day, shall be ordinary working days on the project.

**6. WAGES LOADING**

**6.1** The rates prescribed in clause 12 - Wages and additional rates shall be increased by a loading of \$28.20 per week for all purposes of the award.

**6.2** The loading prescribed in 6.1 compensates for all disability factors occurring in the railway construction and maintenance industry and without limiting the generality thereof compensates for clothing, special dust and heat, and lack of air conditioning in mobile plant.

## **APPENDIX 3 - ALCOA OF AUSTRALIA'S OPERATING LOCATIONS IN WESTERN AUSTRALIAN INDUSTRIAL REGISTRY**

### **1. SCOPE**

This Appendix will apply to the Kwinana, Pinjarra and Wagerup Alumina Refineries, associated minesites, Hedges and the Port facility.

### **2. SITE ALLOWANCE**

A site allowance of \$1.90 per hour for each hour worked shall be paid on all work performed at the Kwinana Refinery and a \$1.70 per hour for each hour worked shall be paid at other places.

### **3. TRAVELLING ALLOWANCE**

**3.1** In lieu of the provisions of clause 27 - Fares and travelling time, the following travelling allowances shall be paid only to workers at Alcoa sites other than Kwinana and Jarrahdale who will be covered under clause 27 - Fares and travelling time. Each employee who is not provided with transport by his/her employer to travel to and from the job shall be paid as follows:

**3.1.1** Employees residing in Pinjarra - Dwellingup township working at Pinjarra Refinery or Huntly minesite shall be paid as provided for in this award.

**3.1.2** Employees residing in Waroona - Yarloop township working at Wagerup Refinery or Willowdale minesite shall be paid as provided for in this award.

**3.1.3** Employees residing in Boddington township working at Hedges Gold shall be paid as provided for in this award.

**3.2** Employees other than provided for in 3.1 and who travel from a point:

	<b>Per day</b>
	<b>\$</b>
Up to 32 km radius from the job site	20.20
32 km - 50 km radius from the job site	27.00
over 50 km radius from the job site	33.30

**3.3** Notwithstanding the foregoing, an employee who is not provided with transport by his/her employer to travel to and from the job and who is required to travel, by the shortest possible route, a distance of more than 60 kilometres from his/her home to the job shall be paid an allowance of \$33.30 per day and such an employee who is required to travel, by the shortest possible route, a distance of more than 80 kilometres from his/her home to the job shall be paid an allowance of \$46.80 per day.

**3.4** An employee shall not be entitled to the allowance prescribed in 3.3 unless and until he/she submits a written statement to his/her employer setting out his/her place of residence and the number of kilometres he/she is required to travel from his/her home of the job by the shortest possible route.

## **APPENDIX 4 - WORSLEY ALUMINA REFINERY**

### **1. SCOPE**

This Appendix will apply to the Worsley Alumina Refinery, Worsley mine sites and Worsley Port facilities at Bunbury.

### **2. TERM**

The term of this order shall be six months from the first pay period commencing on or after 19 March 2003.

### **3. GENERAL CONDITIONS OF EMPLOYMENT**

Except as provided in clause 4 - Site allowance and clause 5 - Travelling allowance, and clause 6 - Safety footwear, the terms and conditions of each employee covered by this Order shall be as prescribed in the award.

### **4. SITE ALLOWANCE**

**4.1** An additional allowance of 1.70 cents per hour shall be paid for each hour worked.

**4.2** Such allowance is specifically prescribed to cover all disabilities associated with any type of work undertaken by employees of respondents to this Order on the Worsley Alumina site, Worsley mine sites and Worsley Port facilities at Bunbury.

### **5. TRAVELLING ALLOWANCE**

Each employee who is not provided with transport by his/her employer to travel to and from the job shall be paid as follows:

	<b>Per day</b>
	<b>\$</b>
Employees who travel from a point:	
Up to 30 km radial distance from the job site	10.10
30 km - 60 km radial distance from the job site	24.20
More than 60 km radial from the job site	30.90

### **6. SAFETY FOOTWEAR**

Approved safety footwear shall be worn by all employees. The employer shall reimburse an employee for purchase of approved safety footwear on commencement of employment.

## **APPENDIX 5 - ARGYLE DIAMOND MINE MAINTENANCE - ARGYLE**

### **1. APPLICATION**

This Appendix shall apply to the respondents who perform work within the scope of the award (as defined in clause 2 - Scope) on the Argyle Diamond Mine at Argyle in the State of Western Australia.

The provisions of the Australian Workers' Union Construction and Maintenance (Western Australia) Award 2003 shall apply to such work unless any such provisions are inconsistent with the provisions of this Appendix, in which case the provisions of this Appendix shall prevail.

### **2. SCOPE**

This Appendix shall apply to employees engaged upon the performance of maintenance and modification work at Argyle, and industrial catering and cleaning in relation to such work.

### **3. OPERATION**

The terms of this Appendix shall come into force on and from 19 March 2003 and shall continue in force for 6 months.

### **4. SITE DISABILITY ALLOWANCE**

**4.1** A site disability allowance of \$2.91 per hour for each hour worked shall be paid to compensate the employee for all disabilities associated with work within the scope of this Appendix.

**4.2** Notwithstanding the provisions of 4.1 hereof and 13.2 in this award shall apply with the exception that the allowance prescribed in 4.1 shall be paid in lieu of confined space, dirty work and wet underfoot.

### **5. SAFETY FOOTWEAR**

**5.1** Each employee when commencing on site shall be entitled to the supply of one pair of safety boots as a free issue or pay the employee the equivalent value.

**5.2** Each employee shall be entitled to a payment of six cents per hour for each hour worked to enable him/her to maintain and replace his/her safety footwear as necessary.

**5.3** It is a condition of employment that employees wear and maintain in good condition their safety footwear.

**5.4** This clause shall not apply to employees engaged in industrial catering and cleaning.

## **6. HOURS AND LEAVE**

Notwithstanding the provisions of this award, and in particular clause 16 - Working hours and subclause 28 of this award, the following system of working the 38 hour week and for leave shall be implemented.

- 6.1** Any work that is performed by an employee in excess of 38 hours in a week, but which does not exceed 40 hours in that week, shall be deemed part of the ordinary hours of work for which the ordinary weekly wage is prescribed.
- 6.2** An employee who works in excess of 38 ordinary hours in any week shall accrue an entitlement to 24 minutes worked in excess of 7 hours 36 minutes per day, provided the maximum accrual in any week shall not exceed two hours.
- 6.3** The leave so accrued shall be taken concurrently within the period of leave provided in 6.4, provided that should the services of an employee terminate with any such accrued leave not taken, he shall be given payment in lieu of that leave.
- 6.4** After six weeks' continuous service at Argyle an employee shall be entitled to return to his home or to Perth or to any other place to be mutually agreed upon between the employee and the employer, for one week's leave without pay. In conjunction with this period of leave, an employee shall be entitled to receive the actual cost of air fares incurred in travelling home or to Perth or to any other place mutually agreed upon between the employer and the employee. Provided that in no case shall the cost exceed the cost of an economy air fare from the job to Perth and return.
- 6.5** The leave provided in 6.4 shall be taken as soon as practicable as agreed between the employer and the employee, or in the absence of agreement upon not less than one week's notice by the employer to the employee. For the purpose of implementation of this subclause the employer shall be entitled to grant such leave in advance.

## **SCHEDULE A - SCHEDULE OF RESPONDENTS**

### **WESTERN AUSTRALIA**

ABB Service Pty Ltd, Unit 2, 78 Catalano Road, Canning Vale 6155

A & E Contracting, 123 Hazelmere Circus, Hazelmere 6055

AD Contractors Pty Ltd, 18 Kelly Street, Albany 6330

ARC Engineering Co (WA) Pty Ltd, Welshpool Road, Welshpool 6106

ATA Construction Pty Ltd, Lot 35 Abernethy Road, Oakford 6121

Advanced Blasting Technology, 4 Keay Road, Kelmscott 6111

Advanteering - Civil Engineers, 10 Southport Street, Leederville 6007

Advanteering - Civil Engineers, 212 Nicholson Road, Subiaco 6008

AFCO Industrial Services Group Pty Ltd, C/o Bird Cameron & Partners, Level 12, 270 Pitt Street, Sydney, NSW 2000

Albany Industrial Services Pty Ltd, 12 Merrifield Street, Milpara 6330

All State Plumbing Pty Ltd, U8/11 Alloa Street, Maddington 6109

Allwest Bitumen, PO Box 609, North Perth Private Boxes 6906

Alpha Earthmoving, 5 McCallum Place, Wanneroo 6065

Amec Engineering Pty Ltd, 34 Walters Drive, Osborne Park 6017

Amec Engineering Pty Ltd, 20<sup>th</sup> Floor, 140 St George's Terrace, Perth 6000

Amec Olympic Pty Ltd, 35 Quentin Avenue, Claremont 6010

Andrew Brown & Co Pty Ltd, 14 Bernborough Way, Darling Downs 6122

Apex Drillers, 24 Colwyn Road, Bayswater 6053

Aqua Drainage Contractors, 54 Galaxy Way, Carlisle 6101

Archibald JJ & Co, Maxwell Street, Margaret River 6285

Arrow Holdings Pty Ltd, 1757 Albany Highway, Kenwick 6107

Artesian Drilling Services, 29 Lenori Road, Gooseberry Hill 6076

Aurum Catering Management Services, 8/52 Frobisher Street, Osborne Park 6017

Ausco Structures, 25 Wellard Street, Bibra Lake 6163

Avon Valley Contractors, Lot 152 Old York Road, Northam 6401

B & J Breaker Hire, 561 Bickley Road, Maddington 6109

BBR Australia, 24 Hines Road, O'Connor 6163

Bahen Earthmoving & Mining, 50 Angove Street, North Perth 6006

Baker Ron J (Established 1967) Pty Ltd, 36 Thomas Way, Kardinya 6163

Barclay Mowlem Construction Ltd, 73 Dowd Street, Welshpool 6106

Barrob Pty Ltd, U8/10 Warton Road, Thornlie 6108



Boulderstone Hornibrook Pty Ltd, 220 St George's Terrace, Perth 6000  
W Russell Baxter & Co, 49 Elstree Avenue, Mount Lawley 6050  
W Russell Baxter & Co, 236 Swan Street, Yokine 6060  
Bayswater Contracting, 2 Clune Street, Bayswater 6053  
SW & PJ Bellin Contractors, 79 Hopkins Street, Boulder 6432  
Berkeley Cleaning Co (Management) Pty Ltd, Level 2, Building C, 355 Scarborough Beach Road, Osborne Park 6017  
Bettini Bros, Boolathana Station, Carnarvon 6701  
BGC Contracting Pty Ltd, Lot 4 Stirling Crescent, Hazelmere 6055  
BGC Contracting Pty Ltd, Lot 80 Bushmead Road, Hazelmere 6055  
F Bilcich Contractors Pty Ltd, 57 Essex Street, Wembley 6014  
Bill Ryan Contracting Co, 27 Morgan Street, Cannington 6107  
Bindoon Earthmoving & Transport, Great Northern Highway, Bindoon 6502  
Bitumen Emulsions Limited, 49 Bickley Road, Cannington 6107  
Blakeney Concrete Contracting, 80 Federal Road, Boulder 6432  
Blakeney MW, 1 Wittenoorn Street, Geraldton 6530  
Boral Contracting Pty Ltd, 63-69 Abernethy Road, Belmont 6104  
Boral Window Systems Ltd, 68 Belmont Avenue, Belmont 6104  
Boros L & Sons, 12 Claude Street, Rivervale 6103  
Bowie Irrigation Pty Ltd, 25 Gympie Way, Willetton 6155  
Bradale Pty Ltd, 6 Newbridge Place, Shelley 6155  
Braikovich PB & KA Pty Ltd, 1686 Great Northern Highway, Upper Swan 6069  
Brambles Industrial Services, 50 Colin Street, West Perth 6005  
Brandt HW & SL, 100 Clarkson Avenue, Tapping 6065  
Brierty Contractors, 38 Mandarin Road, Maddington 6109  
Brierty Contractors, 3 Carole Road, Maddington 6109  
Brighton Stabilisers, 9 Reggio Road, Kewdale 6105  
Brooker Contracting, 22 Lionel Street, Naval Base 6165  
Brookes Earthmoving Contractors, 14 Forrest Street, Goomalling 6460  
Brookleigh Farms Pty Ltd, 26 Gooseberry Hill Road, Gooseberry Hill 6076  
Brooks AG & AM, 7 McCombe Road, Bunbury 6230  
Broomecrete, 19 Haynes Street, Broome 6725  
Brutus Constructions Pty Ltd, 41 Forrest Avenue, South Bunbury 6230  
Bullaring Contractors, Pingelly Road, Bullaring 6373

Bunbury Boring Co, 4 Barnard Street, Bunbury 6230  
Bunbury Irrigation & Pump Service, 11 Richter Street, Bunbury 6230  
Bunbury Plumbing Services, Lot 43 Craigie Street, Bunbury 6230  
Borges McFarlane & Young, 230 Rokeby Road, Subiaco 6008  
CC (Western Australia) Pty Ltd, L2, 110 Pacific Highway, Greenwich NSW 2065  
Calwood Plumbing Pty Ltd, 1 Richardson Street, Kwinana 6167  
Campbell MJ & GA, 21 McLeod Street, Carnarvon 6701  
Candy Constructions Pty Ltd, 94 Amethyst Crescent, Armadale 6112  
Carbone Bros Pty Ltd, Papps Road & Southwest Hwy, Brunswick Junction 6224  
Cardinal Contractors Pty Ltd, Preston Road, Collie 6225  
Carnarvon Backhoe & Tip Truck Hire, 25 West Street, Carnarvon 6701  
Caruso Earthmoving, 39-43 Murray Road, Welshpool 6106  
Caruso Constructions, 7 Ardill Close, Noranda 6062  
B & J Catalano Pty Ltd, South West Highway, Brunswick Junction 6224  
Central Earthmoving, Flores Road, Geraldton 6530  
Challenge Brick Paving, 25 Mirrabooka Avenue, Nollamara 6061  
Challis T, 110 Sydenham Road, Doubleview 6018  
Chandler MacLeod Group Limited, NSW  
Charles Hull Contracting Co Pty Ltd, 42 South Western Highway, Waroona 6215  
Chessell Constructions, 1130 Hay Street, West Perth 6005  
Chester PS & Son, Alexander Street, Geraldton 6530  
City Contracting Services Pty Ltd, 66 Clavering Road, Bayswater 6053  
Civil & Earthmoving Contractors of Kwinana Pty Ltd, 43 Hope Valley Road, Naval Base  
6165  
Civil and Mechanical Maintenance Pty Ltd, 317 Collier Road, Bassendean 6054  
Civil Projects (WA) Pty Ltd, 8 Halley Street, Innaloo 6018  
Clan Contracting Pty Ltd, 11 Stanley Street, Derby 6728  
Clancy TM, 21 Dunrossil Street, Wembley Downs 6019  
Classic Earthmoving, 81 Leviathon Street, Boulder 6432  
Clough Engineering Ltd, 251 St George's Terrace, Perth 6000  
Clough Limited, Level 6, 251 St George's Terrace, Perth 6000  
Clough Limited, 22 Mount Street, Perth 6000  
Coastal Plant Hire Services, 51 Spigal Way, Bateman 6150  
Cockman Drilling Co, Lot 95 Dundobar Road, Wanneroo 6065

ST & E Coffey Contractors, 61 Guthrie Street, Osborne Park 6017

Compass (Australia) Catering Services Pty Ltd, 243 Beaufort Street, Perth 6000

Comtesse Pty Ltd, 93 Vulcan Road, Canning Vale 6155

Concrete Tank Co of WA, Oxley Road, Hovea 6071

Consett International Scaffolding Contractors, 21 King Edward Street, Osborne Park 6017

Consolidated Catering Services Pty Ltd, 28 Viewbank Street, Shoreham VIC 3916

Consolidated Constructions Pty Ltd, 111 Wellington Street, East Perth 6000

Cooper & Oxley Builders Pty Ltd, 9 Bishop Street, Jolimont 6014

Cooper Plant Hire Pty Ltd, Moonee Ponds, VIC 3039

Cottiers Pty Ltd, 1638 Yannana Street, South Hedland 6722

Couper GT, 29 Barrow Road, Mount Barker 6324

Covich Contractors, 32 Snowden Drive, Samson 6163

Croker Construction (WA) Pty Ltd, 1 Marion Road, Maddington 6109

Cross JW & Sons, 11 Yooksen Road, Picton 6229

Crosse Hull Pty Ltd, Lot 244 Baker Street, Pinjarra 6208

CSR Limited, PO Box 555, Victoria Park 6100

CSR Limited, 9 Help Street, Chatswood NSW 2067

Cullity Timbers Pty Ltd, 60 Tower Street, Leederville 6007

Cullity Timbers, 17 Cocos Drive, Bibra Lake 6163

Cunningham DB Pty Ltd, 10 Southport Street, Leederville 6007

DM Drainage & Construction Pty Ltd, Kelvin Road (Cnr Bickley Road), Maddington 6109

DTMT Construction Co Pty Ltd, 1/7 Rivers Street, Bibra Lake 6163

Dalco Earthmoving, 31 Canham Way, Greenwood 6024

De Bruin Holdings Pty Ltd, 12 Wright Street, Bayswater 6053

Decmil Australia, 1/23 Richardson Street, South Perth 6151

Densford Pty Ltd, 8/5 Rowallan Street, Osborne Park 6067

Derricks Earthmoving, 8 Rothschild Place, Midvale 6056

Derwent Constructions Pty Ltd, 20 Prowse Street, West Perth 6005

Devaugh Pty Ltd, 5 Hales Street, Bunbury 6230

Direct Drainage (WA) Pty Ltd, 312 Victoria Road, Malaga 6062

DM Drainage & Construction Pty Ltd, Kelvin Road (Cnr Bickley Road) Orange Grove 6109

Dravo Pty Ltd, Victoria

Drever AJ & Co, 19 Lookout Road, Kalamunda 6076

Drilling Equipment (Aust) Pty Ltd, 38 Amhurst Street, Fremantle 6160  
Drillwell, 195 The Esplanade, Mt Pleasant 6153  
East MT, Lot 662 Wetherall Street, Manjimup 6258  
Eastough L & Son Pty Ltd, Urch Street, Geraldton 6530  
Eclipse Pavers Pty Ltd, 68 Lawler Road, Subiaco 6008  
Eltin Open Pit Operations Pty Ltd, 74 Great Eastern Highway, South Guildford 6055  
Ertech Pty Ltd, 108 Motivation Drive, Wangara 6065  
Esslemont Geo A & Son, 57 McCoy Street, Myaree 6154  
EUREST (Australia) Support Services Pty Ltd, 2 Brook Street, East Perth 6004  
Evandale Contracting, Lot 48 Malcolm via Leonora 6438  
Evangelista Brothers, 69 Guthrie Street, Osborne Park 6017  
Exclusive Contracting Pty Ltd, 91 Catherine Street, Morley 6062  
Executive Plant Hire Pty Ltd, 1 Flinders Street, Bayswater 6053  
Exploration Drilling Pty Ltd, 50 Regent Street, Kensington SA 5068  
Ferro Cement Contractors, 31 Marker Street, Ocean Reef 6027  
Fitzsimmons FJ & Co Pty Ltd, 232 Stubbs Terrace, Shenton Park 6008  
Fluor Australia Pty Ltd, 600 Murray Street, West Perth 6005  
Frank Bilcich Contractors Pty Ltd, 57 Essex Street, Wembley 6014  
Frankipile Australia Pty Ltd, 6/101 Collins Road, Willetton 6155  
Freo Specialist Concrete Services, 1 Mandurah Road, Kwinana 6167  
Fremantle Launch & Tug Co Pty Ltd, Lot 4 Roos Head Road, Nth Fremantle 6159  
Fulford AC & EJ, 55 Johnston Street, Wickiepin 6370  
Fullin Engineering (1981) Pty Ltd, 45 Division Street, Welshpool 6106  
G & O Drainage Pty Ltd, 227 Barrington Street, Bibra Lake 6163  
Gascoyne Civil Engineering, Lot 349 Robinson Street, Carnarvon 6701  
General Constructions (WA) Pty Ltd, 17 McKenzie Road, Wembley 6014  
Georgiou Corporation Holdings Pty Ltd, 312 Victoria Road, Malaga 6062  
Geraldton Building Co Pty Ltd, 16 Ocean Street, Geraldton 6530  
Geraldton Building Co Pty Ltd, 95 Brede Street, Geraldton 6530  
Geraldton Drainage Constructions, PO Box 1801, Geraldton 6531  
Geraldton Plumbing Co Pty Ltd, 16 Ocean Street, Geraldton 6530  
Gericevich Nominees Pty Ltd, 22 Tyler Street, Joondanna 6060  
GFWA, 113 Radium Street, Welshpool 6106  
Gilmour Earthmoving Pty Ltd, Lynwood Farm, Perenjori 6620

Glenbrook Civil Engineering Contractors Pty Ltd, 27 Rimmer Rd, Landsdale 6065  
Glo-Brite Sweeping Services, Lot 10 Myda Road, Maddington 6109  
Gnowangerup Building Supply, 11 Corbett Street, Gnowangerup 6335  
Goldfields Contractors WA, 25 Jackson Street, Bayswater 6053  
Goldfields Contractors Pty Ltd, 102 Beechboro Road, Bayswater 6053  
now GFR Industries, 8 Artello Bay Road, Midvale 6056  
Gomir Contracting, 94 Phoenix Road, Hamilton Hill 6163  
Granich Contractors, Moorine Rock 6425  
Gray, David & Co Ltd, 2 Rawlinson Street, O'Connor 6163  
Green K & PM, North Newdegate Road, Newdegate 6355  
Gregory BG Pty Ltd, 102 Erindale Road, Balcatta 6021  
Guerinoni & Son, 9 Mango Street, Kununurra 6743  
Guthrie DG & Son, 313 Marine Terrace, Busselton 6280  
Hancock WN, 65 Third Street, Harvey 6220  
Hansens Earthmoving, 140 Crandon Street, Gosnells 6110  
Hardrill Pty Ltd, 269 Great Eastern Highway, Belmont 6104  
Harsco Track Technologies Pty Ltd, 4 Strathwin Street, Brendale QLD 4500  
Hartex Co Pty Ltd, 24 Gumnut Road, Cherrybrook NSW 2126  
Hartley R, 376 Abernethy Road, Cloverdale 6105  
Harvey Concrete Supplies, Lot 269 South Western Highway, Harvey 6220  
Helicopter Services Pty Ltd, Lot 2 Lakeside Road, Kurowongbah QLD 4503  
Henry & Walker Contracting Pty Ltd, PO Box 1166, Nedlands 6909  
Hercules Constructions Pty Ltd, 14 Salter Point Road, Salter Point 6152  
Higgins Brothers, C/o IM Higgins, 92 Greta Street, Manly West QLD 4179  
Highway Construction Pty Ltd, Unit 1, 132 Railway Street, Cottesloe 6011  
Hinchliffe Bros (1980) Pty Ltd, 76 Roberts Street, Osborne Park 6017  
Horizontal Under Road Boring, 6 Keegan Street, O'Connor 6163  
Hugall & Hoile, 54 Erindale Road, Osborne Park 6017  
Hull FG & LI, PO Box 227, Waroona 6215  
Hunter & Lewis Pty Ltd, 46 Great Eastern Highway, Mundaring 6073  
Hydrateck Hydraulics, 7 Isdell Place, Heathridge 6027  
Independent Forestry Service Pty Ltd, 2 Leura Street, Nedlands 6009  
Independent Paving & Earthmoving Contractors, 15 Turnbull Road, Neerabup 6031  
Industrial Roadpavers (WA) Pty Ltd, 10 Sudlow Road, Bibra Lake 6163

Interstruct Pty Ltd, 40 The Esplanade, Perth 6000  
Island Drainage Service, 31 Dayrell Road, Nowergup 6032  
Italia Limestone Co, 55 Miguel Road, Bibra Lake 6163  
J & R Steel Fabrication, Howson Way (Cnr Stock Road) Spearwood 6163  
Jakovich Transport & Earthmoving Pty Ltd, 507 Karrinyup Road, Innaloo 6018  
Jennings Building Services, 1 Fleetwood Court, Woodvale 6026  
John Holland (Constructions) Pty Ltd, 263 Adelaide Terrace, Perth 6000  
Jojaman Pty Ltd, 1 Grasse Road, Applecross 6153  
Jones Contracting Co Pty Ltd, Forrest Street, Derby 6728  
Kalgoorlie Contractors Pty Ltd, 123 Radium Street, Welshpool 6106  
Kanny's Earthmoving, 12 Doust Street, Manjimup 6258  
Kargotich Brothers, Lot 743 Abernathy Road, Oakford 6201 (PO Box 13 Byford 6122)  
Karratha Bitumen Contractors Pty Ltd, 136-138 Great Eastern Highway, South Guildford 6055  
Karratha Earthmoving & Paving Contractors, 7 Collett Close, Karratha 6714  
Katanning Contractors, 28 Chipper Street, Katanning 6317  
Kelly G & J Pty Ltd, Lot 137 Allerton Road, Albany 6330  
Kenlow (1982) Pty Ltd, 1970 Albany Highway, Maddington 6109  
Kerb Magic (WA), 2 Acacia Way, Duncraig 6023  
Kerb Master, Unit 6, 12 Broadway Street, Bayswater 6053  
Kerb QIC Pty Ltd, 99 Ewing Street, Welshpool 6106  
Kerbing West, 10 Denninup Way, Malaga 6062  
Kerbing, WA, Unit 5, 63 Paramount Drive, Wangara 6065  
Kevin Walton Drilling & Exploration, 10 Birdwood Road, Melville 6156  
Key West Constructions Pty Ltd, 7 Havelock Street, West Perth 6005  
Kingston BP & Associates 1<sup>st</sup> Floor, Savings House, Hedland Place, Karratha 6714  
Koopman Earthmoving Contractors, 6 Palin Crt, Langford 6155  
Lam Constructions, 38 Dower Street, Camberwell VIC 3124  
Laser Contractors, 54 Glengarry Drive, Duncraig 6023  
Leighton Contractors Pty Ltd, 1 Altona Street, West Perth 6005  
Linaker BR & GE, 11 Swanson Place, Bunbury 6230  
Lindsell SH & FM, "Wyeroo", Eatt Road, Orchard Valley 6394  
Lyons & Pierce, PO Box 2263 Rockingham DC 6967  
MCE Limited, 937 Fairfield Road, Moorooka, Qld 4105

M & S Drainage Contractors & Plant Hire, 33 Badrick Street, Warwick 6024  
MacCormick DJ Earthmoving Contractors, Lot 7/94 Maddington Road, Maddington 6109  
MacMahon, 44 Kurnall Road, Welshpool 6106  
Magee Constructions, 161 West Road, Bassendean 6054  
Major Construction & Engineering, 1A, 125 Melville Parade, Como 6152  
Malavoca Pty Ltd, 36 Murray Road, North Welshpool 6106  
Malatesta Road Paving & Hot Mix, 14 Palmer Crescent, Bunbury 6230  
Malibu Nominees Pty Ltd, Criddle Street, Mt Magnet 6638  
Marlina Earthmoving Pty Ltd, 15 Crump Lane, Forrestfield 6058  
Marsh Earthmoving & Paving, 222 Maddington Road, Orange Grove 6109  
Martinazzo TG & A, 222 McDonald Street, West Joondanna 6060  
McMahon Constructions Pty Ltd, 44 Kurnall Road, Welshpool 6106  
Metal Industries Employers' Association of WA, 190 Hay Street, East Perth, 6004  
Milligan Contractors Pty Ltd, 1 Ikara Road, City Beach 6015  
Minesite Contracting, Herdsmen Business Park, 76 Walters Drive, Osborne Park 6017  
Minserco, 62 Morley Drive, Guildford 6055  
Mitchell JH & AL Co Pty Ltd, Lot 2 Foreshore Road, Marlo VIC 3888  
Moles R & M, 16 Ranford Street, Kelmscott 6111  
Montague F & A, 257 South Beach Road, Mount Hawthorn 6016  
Montague F & A Pty Ltd, 9 Catesby Street, City Beach 6015  
Moore Contracting, 10 Granville Street, Morawa 6623  
Moore FA, Pty Ltd, 1 Fraser Road, Applecross 6153  
Moro C & Co, 221 Bahen Road, Hacketts Gully, Kalamunda 6076  
Morrone Nominees Pty Ltd, 2 Canada Street, Dianella 6062  
MRSA Earthmoving Contractors, 74 Great Eastern Highway, South Guildford 6055  
Muir D & M, 333 Place Road, Geraldton 6530  
Muir Earthmoving Co, Duval Street, Port Denison 6525  
Murphy P., Bulldozing Co, Gilpin Street, Esperance 6450  
Musgrave Contracting, 643 Dundas Road, Forrestfield 6058  
NK Contracting Pty Ltd, 12 Tyers Road, Roleystone 6111  
N K Contractors (1997) Pty Ltd, 18 Howe Street, Osborne Park 6017  
Nash, DJ Backhoe Hire, 482 Boyle Lane, Orange Grove 6109  
National Breweries Pty Ltd, Level 11 Gateway, 1 MacQuarie Place, Sydney NSW 2000  
Nixon JE, 117 Cardigan Road, Woodanilling 6316

North Contractors Pty Ltd, Campion Via Burracoppin 6421  
North Eastern Goldfields Contracting, 215 Tower Street, Leonora 6438  
North West Rigging, 1029 Lambert Road, Karratha 6714  
Northam Town Council (Town Clerk), 298 Fitzgerald Street, Northam 6401  
Norwest Services Pty Ltd, NSW  
P & S Plank, 65 Burrows Street, Darkan 6392  
PB Pipeline Engineering Pty Ltd, 39 Cricklewood Way, Carine 6020  
PDC Constructions Pty Ltd, Murray Road, Wattle Grove 6107  
PHS Pty Ltd, Wet or Dry Plant Hire, 13 Carney Road, Welshpool 6106  
Pacrim Management Pty Ltd, 56 Division Street, Welshpool 6106  
Palmer R & N Pty Ltd, Level 7, 40 The Esplanade, Perth 6000  
Pioneer Construction Materials Pty Ltd, 123 Burswood Road, Victoria Park 6100  
Pioneer Concrete (WA) Pty Ltd, 123 Burswood Road, Victoria Park 6100  
PJM Contractors, 2 Yorna Road, Kalamunda 6076  
Poon Bros (WA) Pty Ltd, 2 Brooke Street, East Perth 6004  
Premier Fixing Contractors, 2/4 Vale Street, Malaga 6090  
Prestige Earthmoving Contractors, 26 Golf Road, Parkwood 6147  
Pullela SF & M Pty Ltd, 175 Banksia Street, Tuart Hill 6060  
Quairading Earthmoving Co, 40 Avon Street, Quairading 6383  
R & W Contracting & Co, 21 Padbury Street, Jurien 6516  
Radice V, Williams Street, Collie 6225  
Ready Mixed Concrete (WA) Pty Ltd, NSW  
Readymix Group The, 75 Canning Highway, Victoria Park 6100  
Rhodes DFD Pty Ltd, 6 Mackay Street, Kewdale 6106  
Robert Muir Pty Ltd, 69 Broadway, Nedlands 6009  
P Rond & Co, 75 Station Street, Gosnells 6110  
Rooney Brothers, Quinninup 6258  
Sabemo (WA) Pty Ltd, 3<sup>rd</sup> Floor, 24 Outram Street, West Perth 6005  
Samor Pty Ltd, 4 Goodwood Parade, Rivervale 6103  
Sand Sales Services Pty Ltd, 6/152 Railway Street, Claremont 6010  
Sauzier P, 3 Dilkara Place, Kalamunda 6076  
Sciarsa F & SL, 117 Sixth Avenue, Inglewood 6052  
SCM Earthmoving Contractors, 100 Milner Road, High Wycombe 6057  
Scoffern Building Co, Lot 2636 Kowlands Road, Collie 6225



Scott & Co, Wanneroo Road, Wanneroo 6065  
Secure-T Pty Ltd, 19 Shields Crescent, Booragoon 6154  
Seragusana, Tony & Co, 16 Castle Road, Doubleview 6018  
Service Contractors Pty Ltd, 4 Wright Road, Avonsleigh, VIC 3782  
KR Severin & Sons Pty Ltd, Albury, NSW 2640  
Sgroi Nominees, 44 Stoneham Street, Joondana 6060  
Shepherdson CG & YK, 31 Hockey Place, Esperance 6450  
Simsmetal Limited, 200 Barrangton Street, Spearwood 6163  
Simto, 39-43 Murray Road, Welshpool 6106  
Skinner Pty Ltd, 417 Bayswater Road, Garbutt, QLD 4814  
Soils Ain't Soils, 665 Welshpool Road, Wattle Grove 6107  
Soltoggio's (Earthmoving) Pty Ltd, Cnr Forrest & Solomon Roads, Jandakot 6164  
Sorensen EC, & Associates Pty Ltd, 4 O'Connor Way, Wangara 6065  
Sorenson Short & Associates, 4 O'Connor Way, Wangara 6065  
Sorrento Plant Hire Pty Ltd, 15 Lee-Steere Drive, Mariginiup 6065  
Sotico Pty Ltd, 100 Pilbara Street, Welshpool 6106  
Spence Industries Pty Ltd, 396 Hammond Street, Jandakot 6164  
Speno Rail Maintenance Australia Pty Ltd, 168 Campbell Street, Belmont 6104  
Spraypave Ltd, 1202 Flinders Street, World Trade Centre, Melbourne, VIC 3000  
Spotless Services Limited, 355 Scarborough Beach Road Osborne Park 6017  
Stampalia Contractors, 143 Elliott Road, Wanneroo 6065  
Statewide Kerbing, 130 Fauntleroy Avenue, Redcliffe 6104  
Steelflecht Nominees Pty Ltd, 41 Shadwell Way, Morley 6062  
Stipanicev AJ, Pinjar Road, Pinjar 6065  
Stockland WA Development Pty Ltd, 3<sup>rd</sup> Floor, 43 Kishorn Road, Applecross 6153  
Stop Rust, Holden Street, Carnarvon 6701  
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Tilli P Developments, 203 Sevenoaks Street, Cannington 6107  
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Wren (WA) Pty Ltd, 11 Corbett Street, Gnowangerup 6335  
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