

AP803190 - Western Australian Civil Contracting Award 1998

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

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

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

[13. Allowances](#)

About this Award:

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

or p ce e ons Ac **1**
s.99 notification of industrial dispute

The Australian Workers' Union

and

Civil Contractors Federation
(C No. 30279 of 1996)

Various employees

Building, metal and civil construction industries

COMMISSIONER TOLLEY

MELBOURNE, 3 SEPTEMBER 1998

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AWARD

1. TITLE

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

4. NO REDUCTION

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

5. APPLICATION OF AWARD

5.1 General

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

5.1.1 civil and/or mechanical engineering projects;

5.1.2

7. OPERATION AND DURATION

8. PARTIES BOUND

8.1 This award shall apply to and be binding on:

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

8.1.2 Employers

substituted by [PR](#) ppc Mr

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

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

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

9. TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

9.2 Termination of employment

9.2.1 Summary dismissal

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

9.2.2 Employees engaged by the week

Termination of a weekly engagement contract shall require one week's notice on either side, or forfeiture of one week's pay as the case may be. Provided that where t3579(n)10.6383()-12278-9.23449(t)1.40381(n)20.6383(a)-2.8070.63t-9.23449(t)1.40381(no

10. STAND DOWN PROVISION

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

11. CLASSIFICATIONS OF EMPLOYEES

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

11.1 Operators of mechanical equipment

Group 1

Entry level

Group 2

- (a) Operator, crawler tractor, up to 20 tonnes
- (b) Operator, pneumatic tyred tractor with power attachments, up to and including 75kW net engine power, including labouring duties
- (c) Operator, rear and bottom dump, up to and including 2m³ struck capacity
- (d) Operator, backhoe/excavator
- (e) Operator, roller, powered, including labouring duties
- (f) Operator, roller, powered, vibrating, including labouring duties
- (g) Operator, trenching machine of the small Ditch-Witch type
- (h) Operator, bitumen sprayer
- (i) Screed operator, asphalt power
- (j) Mixer operator, asphalt plant (capacity of less than 10

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

Classification 4

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

Classification 5

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

Classification 6

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

12. RATES OF PAY

12.1 General

substituted by PR ppc Mer varied by PR⁴ ppc Sep⁴
substituted by PR ppc Sep

12.1.1

12.1.4 Arbitrated safety net adjustment

Substituted by [PR](#) [PR](#) [PR](#) ppc Sep

The rates of pay in this award include the arbitrated safety net adjustment payable under the *fe y Ne e e ges une* decision [[PR002005](#)]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified

13. ALLOWANCES

13.1 Location allowances

varied by PR⁴ PR PR⁴ ppc Fe

13.1.1 Subject to the provisions of this clause, in addition to the rates prescribed in clause 11.1 of this award, an employee shall be paid the following weekly allowances when employed in the towns prescribed hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.

| Town | Per week |
|---------------|-----------------|
| | \$ |
| Agnew | 17.80 |
| Argyle | 46.80 |
| Balladonia | 17.90 |
| Barrow Island | 30.40 |
| Boulder | 7.40 |

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

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

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

13.1.2(b) a partial dependant, shall be paid the allowance prescribed

c v r i e d y

13.5 Distant work allowance

varied by PR 4 PR PR 4 ppc Fe

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

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

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

13.5.1(a) Notwithstanding any of the provisions of this clause, where the location of a distant job is north of latitude 26 degrees south, or in any other area where air transport is the only practicable means of travel, an employee may return home after four months' continuous service and shall, in such circumstances, be entitled to two days' leave with pay in addition to the weekend. Thereafter, the employee may return home after each further period of four

v ried y PR ⁴ PR PR ⁴ ppc Fe ⁴

13.6.2 Provided, however, where an employer at his/her own cost, provides the employee with a proper mess room and cooks the employee's food free of charge, the

- 13.9.1** An employer shall pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the employer pursuant to the provisions of the Western Australian workers' compensation legislation, as amended from time to time.
- 13.9.2** "Accident pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the

15. DISPUTE SETTLEMENT PROCEDURES

15.1 Award management committee

15.1.1

15.2.2 If not settled, the matter shall then be discussed between the accredited union

16. LOADINGS

16.1 Casual employees

varied by PR 4 ppc Sep 4

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

16.2 Shift work

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

17. PENALTY RATES

17.1 General

- 17.1.1** Except as in this award otherwise provided, all time worked in excess of and outside the ordinary hours of work, inclusive of time worked for accrual purposes as prescribed in clauses 15 and 16 of this award, shall be paid for at one and half times the ordinary prescribed rate for the first two hours and at double the ordinary prescribed rate for all time thereafter.
- 17.1.2** In computing overtime, each day's work shall stand alone.
- 17.1.3** Notwithstanding any other provision of this award, if an employee is required by the employer to be for any time anywhere only for the purposes of the employer in respect of the business in which the employee is employed, the employee shall be deemed to be on duty for the employer during such time, and shall be

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

17.4.3(b)

18. LEAVE

18.1 Annual leave

18.1.1 General

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

18.1.1(a)(1) An employee who has been in the constant service of the one employer for at least one year (less the period of annual leave) and who has not absented himself/herself from employment

18.1.2(b) Shift workers

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

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

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

18.1.2(c) Bonus or payment by results workers

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

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

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

18.2 Sick leave

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

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

18.2.2

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

18.3 Long service leave

19. REDUNDANCY

19.1 Definition

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

19.2 Transfer to lower paid duties

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

19.3 Severance pay

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

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

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

20. WET WORK

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

This provision shall not apply to arrangements between the employees themselves or in cases due to rotation of shift or when the relief does not come on duty at the proper time; for all time of duty after he/she has finished his/her ordinary shift, such unrelieved employee shall be paid at the rate of time and a half for the first eight hours and double time thereafter.

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

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

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

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

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

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

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

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

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

22. PUBLIC HOLIDAYS

22.1

APPENDIX 1 - TRAFFIC MANAGEMENT

App inserted y [PR](#) _____ ppc Dec

1. SCOPE

1.1 This Appendix shall supersede each of the following awards:

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

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

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

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

1.2 Employers Bound

1.2.1 This Appendix shall only apply to:

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

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

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

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

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

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

2. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

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

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

3. REMUNERATION AND HOURS OF WORK

3.1 Remuneration

App substituted by PR 4 PR ppc ▼ Sep ▼

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

| Grade | Per week \$ | Per hour \$ |
|--|-----------------------|-----------------------|
| Traffic Controller – Appointed by the employer to Entry Level | \$508.80 | \$13.39 |
| Traffic Controller – Appointed by the employer to Advanced Level | \$527.80 | \$13.89 |

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

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

3.1.2.1 all inclusive, total weekly rates of pay;

3.1.2.2 inclusive of industry and like allowances for disabilities including those listed in clause 3.1.5 hereof;

3.1.2.3

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

3.2.2 The ordinary hours of work may be worked on any or all days of the week, Monday to Friday inclusive, and except in the case of shift employees or where agreement has been reached between the employer and the majority of employees affected to extend the spread of such hours, shall be worked between the hours of 5.00 a.m. and 7.00 p.m.

3.2.3 Extended Ordinary Hours

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

3.2.3.2 Provided that an employer shall not, without the agreement of an employee,

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

3.4 Notwithstanding anything else herein:

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

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

App ⁴ v ried y PR ⁴ ppc ₄ Sep ⁴

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

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

4. REDUNDANCY

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

5. DISPUTE SETTLEMENT PROCEDURES

5.1 Appendix Management Committee

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

5.1.2 The Appendix Management Committee shall consist of:

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

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

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

Advanced Traffic Management
2 Wells Street
Bellevue WA 6056

Albany Traffic Control
Lot 92, Lance Street
Milpara WA 6330

Quality Traffic Management
17 Church Road
Maddington WA 6109

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

SCHEDULE OF EMPLOYER RESPONDENTS

Central Earthmoving
Cnr Flores Road & Box Street
GERALDTON WA 6530

Challenge Brick Paving
25 Mirrabooka Avenue
NOLLAMARA WA 6061

Civil Group of Companies
PO Box 1015
BIBRA LAKE WA 6965

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

Cowara Contractors Pty Ltd
PO Box 191
COWARAMUP WA 6284

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

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

G & B Drainage
66 Maxted Street
BUNBURY WA 6230

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

Geographe Underground Services
Lot 43
Neville Street
BUSSELTON WA 6280

Georgiou Group Pty Ltd

Kerb QIC & Co
99 Ewing Street
WELSHPOOL WA 6106

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

Mini Excavators Pty Ltd
115 Broadway
BASSENDEAN WA 6054

NK Contractors Pty Ltd
18 Howe Street
OSBORNE PARK WA 6017

Pavement Technology Ltd
1 Catalano Road
CANNING VALE WA 6155

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

TC Drainage
8 Butcher Street
KWINANA WA 6167

WELLTECH
4/23 Glassford Road
KEWDALE WA 6104

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

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