

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

1. - TITLE

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

6. - CONTRACT OF SERVICE

- (1) One week's notice on either side shall be necessary to terminate the contract of service of any employee, other than a casual employee (where the notice shall be one hour). If the required notice is not given, one week's (or one hour's, in the case of a casual employee) pay shall be paid or forfeited as the case may be.
- (2) In lieu of giving the notice referred to in subclause (1) of this clause, an employer shall, in the case of an employee who has been engaged solely for construction work and who has completed one month's service with that employer, give notice to the employee on the day on which the contract of service is

(3) When an employee is required for duty during any meal time whereby his meal time is postponed for

- (c) An employer shall not terminate the employment of an employee within a period of seven days preceding a holiday prescribed in this award for the purpose of avoiding the obligation imposed by this Clause.
- (2) On any public holiday not prescribed as a holiday under this award, the employer's establishment or place of business may be closed, in which case an employee need not present himself for duty and payment may be deducted, but if work be done, ordinary rates of pay shall apply.
- (3) All employees required to work on the days named in subclause (1) of this clause shall be paid for at the rate of double time and one half for all time worked on any such day.
- (4) (a) Except as hereinafter provided, a period of four consecutive weeks' leave with payment as prescribed in paragraph (b) hereof shall be allowed annually to an employee by his employer after a period of twelve months' continuous service with that employer.
 - (b) (i) An employee before going on leave shall be paid the wages he would have received in respect of the ordinary times he would have worked had he not been on leave during the relevant period.
 - (ii) Subject to paragraph (c) hereof an employee shall, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable.
 - (aa) The rate applicable to the employee as prescribed by clause 28. - Wages of the award and;
 - (bb) Subject to paragraph (c) (ii), the rate prescribed for work in ordinary time by clauses 5. - Hours and 17. - Shift Work of the award according to the employee's roster or projected rost

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

- (d) The provisions of this subclause shall not operate in respect of leave fully due prior to the date of this award irrespective of the date of which such leave is taken.
- (5) If any award holiday falls within an employee's period of annual leave and is observed on a day which, in the case of that employee would have been an ordinary working day, there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.
- (6) If after one month's continuous service in any qualifying twelve monthly period an employee leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid one third of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.
- (7) Any time in respect of which an employee is absent from work, except time for which he is entitled to claim sick pay or time spent on ho

- (1) In addition to the requirements of the Industrial Relations (General) Regulations 1997, each employer shall keep a record, on a separate page for each employee, from which can be readily ascertained the following:

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

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

16. - BEREAVEMENT LEAVE

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

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

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

17. - SHIFT WORK

- (1) For the purpose of this clause -
 - "Day Shift" means any shift starting at or after 6.00 a.m. and before 10.00 a.m.
 - "Afternoon Shift" means any shift starting at or after 10.00 a.m. and before 8.00 p.m.
 - "Night Shift" means any shift starting at or after 8.00 p.m. and before 6.00 a.m.
 - "Rostered Shift" means a shift of which the employee concerned has had at least forty-eight hours' notice.
- (2) There shall be a roster of shifts which shall -
 - (a) provide for rotation unless all the employees concerned desire otherwise;
 - (b) provide for not more than eight shifts to be worked in any nine consecutive days.

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

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

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

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

- (c) Notwithstanding (a) hereof, employees employed on civil engineering undertakings whilst so employed for at least five consecutive shifts on afternoon or night shift, other than on a Saturday or Sunday or holiday, shall be paid for such shift 15% more than his ordinary wage.
- (d) The provisions contained within (b) hereof shall be applied mutatis mutandis to the employees described within (c) hereof.
- (5) Sundays and Holidays: Subject to this clause the provisions of subclause (1)(b) of Clause 10. - Overtime and subclause (1) (a) of Clause 12. - Holidays and Annual Leave of this award shall apply to shift employees. Where shifts commence between 11.00 p.m. and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday. Where shifts fall partly on a Sunday or holiday, that shift the major portion of which falls on a Sunday or a holiday shall be regarded as the Sunday or holiday shift.

18. - REPRESENTATIVE INTERVIEWING WORKERS

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

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

19. - PAYMENT OF WAGES

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

- (a) Actual 38 ordinary hours

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

- (b) Average of 38 ordinary hours

Subject to subclauses (3) and (4) hereof, in the case of an employee whose ordinary hours or work are arranged in accordance with paragraph (c)

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

SPECIAL NOTE - Explanation of Averaging System

As provided in paragraph (b) of this subclause an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle, is to be paid his wages on the basis of an average of 38

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

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

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

Examples

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

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

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

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

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

(4) Alternative Method of Payment

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

(5) Day Off Coinciding with Pay Day

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

(6) Payment by Cheque

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

(7) Termination of Employment

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

- (2) For travelling during working hours from and to the employer's place of business or from one job to another, an employee shall be paid by the employer at ordinary rates. The employer shall pay all fares and reasonable expenses in connection with such travelling. Provided that if an employer requests the employee to use his/her own vehicle the employer shall pay a car allowance of not less than 73 cents per kilometre for each kilometre the employee travels in response to such request.
- (3) Where employees are required to travel to and from work in the employer's vehicle, the employer shall provide the vehicle suitable seating, accommodation, together with a fly or other cover to protect employees from the weather.

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

23. - DISTANT WORK

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

24. - ALLOWANCES AND SPECIAL PROVISIONS

- (1) An employee required to work in a place where the temperature has been raised by artificial means to between 46° and 54° Celsius shall be paid \$0.48 per hour or part thereof in addition to the rates otherwise prescribed in this award, or in excess of 54° Celsius shall be paid \$0.58 per hour or part thereof in addition to the said rates.

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

- (b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;
- such employee shall be paid $66\frac{2}{3}$ per cent of the allowances prescribed in subclause (1) of this clause.
- (4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.
- (5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.
- (6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.
- (7) For the purposes of this clause:
- (a) "Dependant" shall mean -
- (i) a spouse or defacto partner; or
- (ii) a child where there is no spouse or defacto partner;
- who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.
- (b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.
- (8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission.
- (9) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

26. - LONG SERVICE LEAVE

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

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

27. - WAGES

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

- (1) When an employee is engaged on building or steel construction work on site in or in connection with -
 - (a) the construction, erection, repair, renovation, maintenance, ornamentation, alteration or demolition of a large industrial undertaking or any large civil engineering project or any multi-storey building; or

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

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

(b) Arbitrated Safety Net Payment

Employees shall be paid an arbitrated safety net payment of \$205.00 or \$203.00 which shall

- no employee shall lose income as a result of the change;
- the relevant union or unions must be a party to the agreement;
- any agreement shall be subject, where appropriate, to approval by The Western Australian Industrial Relations Commission and, if approved, shall operate as a Schedule to this Award

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

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

(5) **FUND MEMBERSHIP**

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

(6) **EXEMPTION**

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

(7) **ABSENCE FROM WORK**

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

(a) **Paid Leave**

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

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

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

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

(2) Discussions to Precede Redundancy

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

(3) Redundancy Pay

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

PERIOD OF CONTINUOUS SERVICE WITH AN EMPLOYER REDUNDANCY/SEVERANCE PAY

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

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

(4) Casuals

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

(5) Fund

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

- (a) payments made by a fund designed to meet an employer's liabilities under this clause, to employees eligible for redundancy/severance pay shall be set off against the liability of the employer under this clause, and the employee shall receive the fund payment or the award benefit whichever is the greater but not both; or
- (b) where a fund, which has been established pursuant to an agreement between unions and employers, does not make payments in accordance with this clause, contributions made by an employer on behalf of an employee to the fund shall, to the extent of those contributions, be set off against the liability of the employer under this clause, and payments to the employee shall be made in accordance with the rules of the fund or any agreement relating thereto and the employee shall be entitled to the fund benefit or the award benefit whichever is the greater but not both.

(6) Employee Leaving During Notice

An employee whose employment is to be terminated in accordance with subclause (1)(a) of this clause may terminate his or her employment during the period of notice and if this occurs, shall be entitled to the provisions of this clause as if the employee remains with the employer until expiry of such notice. Provided that in such circumstances, the employee shall not be entitled to payment in lieu of notice.

(7) Leave for Job Interviews

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

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

1ST SCHEDULE - PARTIES TO THE AWARD

The following organisation is party to this award:

The Construction, Forestry, Mining and Energy Union of Workers

2ND SCHEDULE - SCHEDULE OF RESPONDENTS

Master Builders Association of W.A.

Civil and Civic Pty Ltd

J.O. Clough and Sons Pty Ltd

C. and E. Constructions

Tom's Crane and Plant Hire

Transfields W.A. Pty Ltd

Sabemo W.A. Pty Ltd

Frankipile Australia Pty Ltd

Electric Power Transmission Pty Ltd

3RD SCHEDULE - AWARDS AND ORDERS REPLACED

(1) Awards:

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

(2) Orders:

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

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

4TH SCHEDULE - SPECIAL SITE PROVISIONS

In addition to the rates of pay set out in clause 27. - Wages the following site allowances and provisions shall be

VARIATION RECORD

ENGINE DRIVERS' (BUILDING AND STEEL CONSTRUCTION) AWARD

No. 20 of 1973

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

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

(1A. State Wage Principles)

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

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

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

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

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

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

1B. Minimum Adult Award Wage

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

2. Arrangement

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

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

(2A. State Wage Principles – September 1989)

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

3. Area and Scope

4. Term

5. Hours

6. Contract of Service

7. Casual Employees

8. Higher Duties

9. Breakdowns, etc.

10. Overtime

11. Meal Allowance

(1)	1467/91	16/09/91	71 WAIG 3217
(1)	1271A/92	03/11/92	72 WAIG 2781
(1)	1181/93	24/08/93	73 WAIG 2695
(1)	2012/98	23/12/98	79 WAIG 821
(1)	347/00	27/04/00	80 WAIG 2686
(1)	405/01	31/05/01	81 WAIG 1592

15. Absence Through Sickness

16. Bereavement Leave

17. Shift Work

18. Representative Interviewing Workers

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

20. Change Room

**21. First
Aid**

(1)(a), (b), (c), (2) 1726/01

3/12/01

82 WAIG 82

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

25. Location Allowances

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

26. Long Service Leave

27. Wages

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

28. Site Allowance

Cl. 618/02 28/06/02 82 WAIG 2145

29. Jury Service

30. Accident Pay

31. No Reduction

32. Liberty

33. Award Modernisation

34. Structural Efficiency Exercise

35. Superannuation

Ins. Cl. 347/91

36. Redundancy

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

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

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

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

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

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

(3rd Schedule - Special Site Provisions)

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

4th Schedule - Special Site Provisions

Rates - Part 1;	364/95	19/04/95 or	75 WAIG 2173
Rates - Part 2.2- (5), (6), (14) (a) & (14) (h), (i)		28/09/95	
Rates - Part 1, Part 2 - (5), (6),14(a) & (14)(h)&(i)	521/96	19/04/96	76 WAIG 1983
Part 1 (1); Part 2, 1(3)(c)(i); 2(5),(6), & (14); 3 (3) & (9)	1183/98	31/07/98	78 WAIG 3803
Schedule	823/99	02/12/99	80 WAIG 174

Part 1(1) 405ch13053527(3)-6(1)-6(/)5(0)-6(5)-62862(0)-6(1)-4()-38380510 WAIGB/92

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