AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1988
s.113 application for variation

The Federated Engine Drivers' and Firemen's Association of Australasia (C Nos 20510 and 20511 of 1990)

MOBILE CRANE HIRE AGREEMENT (TASMANIA) 1981(1)

(ODN C No. 01926 of 1981)

MOBILE CRANE HIRING AWARD 1988(2)

(ODN C No. 21161 of 1988)

Engine drivers and firemen Building, metal and civil construction industries

COMMISSIONER GRIMSHAW SYDNEY, 5 FEBRUARY 1991

Consolidation

AWARD

1 - TITLE

This award shall be referred to as the Mobile Crane Hiring Award 1990.

2 - ARRANGEMENT

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11	Accident pay
9	Accommodation and overnight allowance
20	Annual leave
2	Arrangement
21	Bereavement leave
8	Car allowance
33	Conditions not dealt with by the award
5	Contract of employment
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4	Incidence and application
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28	Preference of employment

⁽¹⁾ Print F0691 [M216]; (1982) 282 CAR 768

⁽²⁾ Print H3636 [M142]

2 - Arrangement - contd

Clause	Subject matter
32	Redundancy/retrenchment pay
12	Reserved matters
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30	Settlement of disputes
18	Shift work
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3 - DURATION

This award shall operate as from the first pay period which commenced on or after 18 October 1990 and shall continue in force for twelve months.

4 - INCIDENCE OF AWARD

This award shall apply in all States and Territories of Australia and shall be binding upon The Federated Engine Drivers' and Firemen's Association of Australasia and members thereof and the employers listed in schedule A of this award in respect to all employees whose employment is regulated by this award whether members of the said union or not employed by them.

5 - CONTRACT OF EMPLOYMENT

- (a) Employment shall be by the week. An employee to become entitled to payment on a weekly basis shall, except as provided by clause 22 of this award, perform such work as the management shall from time to time require on the days and during the hours usually worked by the class of employees affected.
- (b) An employee not attending for duty shall, except as provided by clause 19 of this award, lose his pay for the actual time of such non-attendance.
- (c) Employment shall be terminated by a week's notice on either side, such notice to be given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the management to dismiss any employee without notice for malingering, inefficiency, neglect of duty, or misconduct, and in such cases, wages shall be paid up to the time of dismissal only, or to deduct payment for any day the employee cannot be usefully employed because of any strike by the claimant organisation of employees. Provided that where an employer orders employees not to work on any day because of the state of the weather such order shall not deprive the employees of their claim for payment under their weekly engagements, but if such employees cease work in any day because of the state of the weather without being order to do so they shall not be entitled to payment for time so lost.

5 - Contract of employment - contd

Casual employment

A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour 1/38 of the weekly award wage prescribed herein for the work which he or she performs, plus 20 per cent.

Casual employees shall be engaged for a minimum period of one day and engagement as a casual will not continue for a continuous period beyond 4 weeks from the date of engagement.

Provided that by agreement, the period may be extended for a further continuous period of up to 2 weeks to meet unforeseen work requirements.

Where agreement to operate this clause is obtained at yard level, this clause shall have immediate effect. In the absence of agreement, the clause shall apply 1 January 1990.

Loss of validation of licences/certificates

- Employees shall have a duty to notify the employer in the (e) (i) event of cancellation or suspension of licences and/or certificates required in the performance of their duties.
 - (ii) Should either a licence or certificate held by an employee be cancelled or suspended and the employee has notified the employer in accordance with paragraph (i) hereof, all possible alternate employment options will be examined and where practicable provided by the employer.

5A - NO EXTRA CLAIMS

It is a term of this award (arising from the decision of the Australian Industrial Relations Commission in the National Wage Case of 7 August 1989 the terms of which are set out in Print H9100) that the union undertake, for the duration of the principles determined by that decision, not to pursue any extra claims, award or overaward, except where consistent with the principles.

6 - WAGE RATES

Weekly rate Classifications other than NSW

- Operator of mobile crane with (a) a maximum lifting capacity of:
 - Up to 20 tonnes 442.70 (i)
 - (ii) Over 20 tonnes and up to 40 tonnes 448.60
 - (iii) Over 40 tonnes and up to 80 tonnes 476.00
 - (iv) Over 80 tonnes and up to 100 tonnes 493.20
- Thereafter for each additional 20 tonnes lifting capacity an additional \$10.30 per week is applicable.
- Operator special purpose crane GCI (including mobile tower crane GCI 500 series)

6 - Wage rates - contd

<u>Classifications</u> <u>Weekly rate</u> other than NSW

(d) Mobile Hydraulic Platform (all States/Territories)

Trainee (undergoing training program in accordance with agreed national standards) 421.20 boom length rating up to 11 metres (including trainee) 423.50

boom length rating 11 metres to 17 metres 442.70 boom length rating 17 metres to 23 metres 455.60 boom length rating 23 metres to 28 metres 470.60

Where the boom length rating is in excess of 28 metres an additional \$1.00 per metre

Mobile hydraulic platform equipped with underbridge unit 470.60

- (e) (i) Dogman 442.70
 - (ii) Dogman/rigger 476.00
 - (iii) Crane crew (Victoria only) 508.20
- (f) The above wage rates include an amount of \$15.20 being in substitution for industry allowance.
- (g) Where two cranes are engaged on any one lift the drivers thereof shall be paid an additional amount at the rate of \$1.75 per day for each day so occupied.

Where three cranes are engaged on any one lift the drivers thereof shall be paid an additional amount at the rate of \$3.40 per day for each day so occupied.

Where four cranes are engaged on any one lift the drivers thereof shall be paid an additional amount at the rate of \$5.15 per day for each day so occupied.

Where more than four cranes are engaged on any one lift an additional \$1.75 per day will be paid to the drivers thereof.

Transitional rates - Tasmania

(h) (i) Subject to no employee being disadvantaged the following transitional rates shall apply to respondents to this award in the State of Tasmania for a period of six months.

Operator of mobile crane with a maximum lifting capacity of:

\$

- (1) Up to 20 tonnes 442.70
- (2) Over 20 tonnes and up to 40 tonnes 448.60
- (3) Over 40 tonnes and up to 80 tonnes 461.90
- (4) Over 80 tonnes and up to 100 tonnes 493.20
- (ii) Thereafter for each additional 20 tonnes lifting capacity an additional \$10.30 per week is applicable.
- (iii) The rates set out in this subclause are inclusive of an amount of \$15.20 being in substitution for industry allowance.

6 - Wage rates - (h) - contd

(iv) This subclause shall cease to operate on and from 3 February 1991.

6A - SUPERANNUATION

- (a) Employer respondents to this award shall contribute a minimum of \$13.00 per week to an "approved fund" (as defined) for each employee.
- (b) The obligation referred to in subclause (a) hereof shall take effect from 27 October, 1988.
 - (c) An "approved fund" shall mean:
 - (i) the Combined Trade Union Retirement Fund (Building and Construction);
 - (ii) the Combined Trade Union Retirement Fund (General); or
 - (iii) the Combined Trade Union Retirement Fund (Earthmovers and Crane Hirers Queensland).
- (d) This clause shall not apply to employers respondent to the FEDFA Mobile Crane Hirers (Superannuation) Award, $1987^{(3)}$ or the FEDFA Bramble (Superannuation) Award, $1987^{(4)}$.
- (e) This clause shall not apply to persons holding an exemption granted by the trustees of an approved fund.
- (f) Nothing in this clause shall interfere with existing customs and practices or agreements favourable to employees.

6B - TRANSITIONAL PROVISION

(a) The following definitions shall apply:

Mobile crane hiring industry

(i) Is a service industry involving the supply of mobile cranes and like equipment and operating personnel to clients whose requirements include but are not limited to the provision and service of materials handling equipment, lifting and machinery movement equipment, earthmoving and construction plant hire and civil contracting, plant and mobile units for quarrying and mining projects, dig load and haul project.

As an industry which involves contracts for service, mobile crane hiring can be on an hour by hour, day by day, or project basis depending on the nature of the contract.

(4) Print G9253 [F100]

⁽³⁾ Print G9252 [F099]

6B - Transitional provision (a) - contd

Mobile crane

(ii) A mobile crane is one having its own road wheels. By means of these, it is able to travel over surfaces that have been prepared to some extent. The extent depends upon the design of crane and upon the length of the boom. Tractor cranes and crawler cranes are included in the definition of mobile crane

Mobile crane operator

(iii) Or the driver is the link between the operation of the mobile crane and its motive power. The crane operator or driver manipulates the apparatus inside the crane's cabin to control the movements of the crane. The movements of the crane are 'luffing' (raising or lowering the jib or boom), 'slewing' (turning the crane on its axis) or/or 'hoisting' (raising or lowering) the hook.

It is the responsibility of the operator or driver to ensure that the crane is set up, operated and maintained in a safe manner and to clearly understand that the crane is under the direction of the certified dogman/rigger who is responsible for the slinging and directing the movement of loads.

For the purpose of clause 6 of this award, a person acting as a crane operator/driver must hold the current appropriate certificates issued in accordance with State requirements.

Dogman

(iv) It is the responsibility of the dogman to carry out the work of slinging loads and to control the movement of such loads when handled by lifting appliances. In addition, it is the dogman's responsibility to control loads not in full view of the crane driver. For the purpose of clause 6 of this award, a person acting as a dogman must hold the current appropriate certificates issued in accordance with State requirements.

Dogman/rigger

(v) It is the responsibility of the rigger directly in charge of the initial work or setting up the crane to ensure all rigging work is carried out in a safe and efficient manner, adhering to the regulations or in the absence of regulations to sound established customs and practices.

For the purpose of clause 6 of this award, a person acting as a rigger must hold the appropriate certificates issued in accordance with State requirements.

6B - Transitional provision (a) - contd

Crane crew (Victoria only)

(vi) Flexibility and interchangeability between the jobs within the crane crew shall exist at all times as required by and with the discretion of management in accordance with daily operating requirements to achieve maximum efficiency and productivity.

For the purpose of on-site supervision, the crane operator will be regarded as the responsible member of the crane crew.

The crane crew classification will only apply to those employees who meet the specifications set out below.

- (1) All members of the crane crew must have the ability to perform full duties in a safe, competent and legal manner.
- (2) All members of the crane crew shall hold appropriate certification for crane operators and dogmen/rigger.
- (3) All members of the crane crew shall be able to check the serviceability of:
 - (A) Vehicles for daily operations including driving duties;
 - (B) All lifting apparatus.
- (4) All members of the crane crew shall be competent in the setting up of mobile cranes, their attachments and lifting operations within the capacity of the mobile crane.

Without limiting the foregoing, 'attachments' shall include:

- Flys
- Hookless blocks
- Spreader beams
- Piling hammers and equipment
- Slinging and lifting equipment
- (5) All members of the crane crew shall be fully conversant with the safe working loads and operations of the crane they are working with.
- (6) All members of the crane crew shall:
 - (A) Notify supervisors of any unserviceable equipment;
 - (B) Identify, tag and segregate any unserviceable lifting equipment, such as slings, from the serviceable equipment for appropriate action by management.

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6B - Transitional provision (a) (vi) - contd

- (7) All members of the crane crew shall be responsible for:
 - (A) Maintaining all equipment in good working order;
 - (B) Stowing all equipment safely; and
 - (C) Using all equipment in accordance with manufacturer's specifications.
- (8) All members of the crane crew shall at all times act in the interest of the company's goodwill, in dealings with clients.
- (9) Rigger

It is the responsibility of the rigger directly in charge of the initial work or setting up the crane to ensure all rigging work is carried out in a safe and efficient manner, adhering to the regulations or, in the absence of regulations, to sound established customs and practices.

For the purpose of clause 6 of this award, a person acting as a rigger must hold the appropriate certificates issued in accordance with State requirements.

7 - PILE DRIVING ALLOWANCE

Where an employee is required by his employer to perform pile driving on any site or installation, or is required to be involved in the extracting process a payment (or disability allowance) of \$8.45 per day or part thereof shall be paid to such employee.

8 - CAR ALLOWANCE

(a) Where an employee at the direction of his employer and in the course of his employment, uses his private vehicle during ordinary hours he shall be paid at the rate of 52 cents per kilometre measured to and from the respective sites shall be paid.

Fares and travel allowance/pattern

- (b) (i) An allowance of \$9.80 per day shall be paid to employees engaged under this award to compensate for travel patterns and costs peculiar to the nature of employment in the mobile crane hire industry. This allowance is paid on the basis of travel to the first work site.
 - (ii) This allowance shall not be taken into account in calculating overtime, penalty rates, annual leave or sick leave, but shall be payable for any day upon which an employee in accordance with the employer's requirements works or reports for work or allocation of work. Fares and travel allowances shall not be paid on the rostered day off except if covered by the transition provision.

8 - Car allowance (b) - contd

- (iii) Employees shall keep a log book recording travel times, locations and costs incurred in the course of their employment in order to substantiate the payment of this allowance for taxation purposes.
- (iv) Where an employee is directed to a work site where there is no reasonable means of transport available on cessation of work, the employer shall be required, if requested by the employee, to return him/her to the depot or point where work was commenced that day.

Provided that this provision shall apply only on the first day of engagement on any work site.

(v) Provided that in the State of Tasmania where alternative arrangements for the treatment of fares and travel exist as at 10 September 1990 such arrangements shall continue until further order of the Commission.

Travel during working hours

- (c) As provided in clauses 13 and 16 of this award:
 - (i) Employees transferred from one site/location to another during ordinary working hours shall be paid for the time occupied in travelling at ordinary rates of pay;
 - (ii) Employees transferred from one site/location to another during overtime or call out periods shall be paid for the time occupied in travelling at the appropriate penalty rate;
 - (iii) Provided the time spent travelling from home to the initial work site/location and travelling from the final work site/location to home on any day shall not be paid unless when the employee travels beyond a radius of 50km from the depot, then travelling time at the appropriate rate shall be paid for the time taken from the 50km radius line to the site and from the site to the 50km radius line.
- (d) Provided that existing alternative arrangements in excess of the above shall continue in lieu of the above provisions.

9 - ACCOMMODATION AND OVERNIGHT ALLOWANCE

Where an employee is required by his employer to be away from home either overnight or for a period of time, first class accommodation, including full board shall be supplied by the employer, free of charge, and in addition, such employee shall be paid the sum of \$8.10 for each night he is required to be away from home.

10 - JURY SERVICE

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

10 - Jury service - contd

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

11 - ACCIDENT PAY

- (a) This clause shall apply to all employees covered by this award in respect of incapacity resulting from a work related injury.
- (b) The circumstances determining an employee's entitlement to accident make up pay shall be as follows:
 - (i) An employee shall receive accident make-up payment when the employee suffers an injury for which weekly compensation payments are payable pursuant to the provisions of the appropriate Workers' Compensation Acts, as amended.
 - (ii) An employer shall pay, or cause to be paid, accident make-up payment during the incapacity of the employee, within the meaning of the said appropriate Act, until such incapacity ceases.
 - (iii) The liability of the employer to pay accident make-up pay in accordance with the clause shall arise as at the date of the injury or accident in respect to which compensation is payable under the said appropriate Acts. This obligation shall continue whilst the employer is liable to pay compensation under the Act.
 - (iv) Accident pay shall only be payable to an employee whilst such an employee remains in the employment of the employer by whom he was employed at the time of the incapacity and then only for such period as he receives a weekly payment under the Act.

Provided further that in the case of termination of an employee who is incapacitated and receiving accident make up pay, such payment shall continue to apply except where:

- the termination is due to serious and/or wilful misconduct on the part of the employee; or
- arises from a declaration of liquidation of the company in which case the employee's entitlement shall be considered by the parties to the award.

To qualify for the continuation of accident make-up pay on termination, an employee shall if required provide evidence to his employer of the continuing payment of weekly compensation payments.

11 - Accident pay (b) - contd

- (v) Accident make-up pay shall not apply in respect of any injury during the first 5 normal working days of incapacity.
- (vi) Accident make-up pay shall not apply to any incapacity occurring during the first three weeks of employment unless such incapacity extends beyond the first three weeks and then, subject to the above, accident make up pay shall apply only to the period of incapacity after the first three weeks. Provided that as to industrial diseases contracted by gradual process of injuries subject to recurrence, aggravations or accelerations shall not be subject to accident make-up pay unless the employee has been employed at the time of the incapacity for a minimum period of one month.
- (vii) An employee on engagement may be required to declare all workers compensation claims made in the previous 5 years and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit his entitlement to accident make-up pay provided by this clause.

Period of payment

(c) The maximum period of aggregate of periods of make-up pay shall be a total of 52 weeks for any one injury.

Absences on other paid leave

(d) An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

Notice of injury

(e) An employee upon receiving an injury for which he claims to be entitled to receive accident pay shall give notice in writing of the said injury to his employer as soon as reasonably practicable after the occurrence thereof; provided that such notice may be given by a representative of the employee.

Medical examination

(f) In order to receive entitlement to accident pay, an employee shall conform to the requirements of the Act as to medical examination. Where, in accordance with the Act, a medical referee gives a certificate as to the condition of the employee and his fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

Redemption of weekly payments

(g) Where there is a redemption of weekly compensation payments under the Act, the employer's liability to pay accident pay shall cease as from the date of such redemption.

11 - Accident pay - contd

Civil damages claim

- (h) (i) An employee receiving or who has received accident pay shall advise his employer of any action he may institute or any claim he may make for damages. Further, the employee shall, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any verdict of settlement on that injury.
 - (ii) Where an employee obtains a verdict for damages in respect of an injury for which he has received accident pay the employer's liability to pay accident pay shall cease from the date such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the employee shall pay to this employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.
 - (iii) Where an employee obtains a verdict for damages against a person other than the employer in respect of an injury for which he has received accident pay the employer's liability to pay accident pay shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the employee shall pay to his employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.

Insurance against liability

(i) Nothing in this award shall require an employer to insure against his liability for accident pay.

Variations in compensation rates

(j) Any changes in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

Death of employee

 $\mbox{(k)}$ All rights to accident pay shall cease on the death of an employee.

Committee to review

(1) In the event of any dispute arising as to the entitlement of an employee to payment of accident pay in accordance with the provisions of this award, the matter shall, if the party to this award so requires, be referred to a committee of review. The committee shall comprise two representatives of employers and two representatives of employees together with a chairman mutually agreed upon or as appointed by the president or the Industrial Registrar of the Australian Industrial Relations Commission. The decision of the committee shall be final and accepted by all parties.

11 - Accident pay - contd

Leave reserved

(m) In the event of the Workers' Compensation Act being repealed or amended or in the event of circumstances arising which result in the operation of the whole or any part of this award being contrary to the intentions of the parties hereto as evidenced by this award, then any party may call upon the other parties to enter into negotiations in order to vary this award to meet the situation arising from such repeal, amendment or circumstance.

Definitions

- (n) (i) "Accident make up payment" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the appropriate Workers' Compensation Act and the employees ordinary wages he would have received for ordinary hours worked if he had been performing his normal duties. But shall exclude additional payments such as attendance, bonus payments, shift penalties, overtime payments, fares and travelling allowance, foundry allowance, tool allowance, multi-storey allowance, site allowance, special rates or other such rates.
 - (ii) "Part of a week payment of accident make-up" shall mean a direct pro-rata of one week's ordinary earnings.
 - (iii) "Injury" shall be given the same meaning and application as applying under the Workers' Compensation Act or its equivalent and no injury shall result in the application of make up pay unless an entitlement exists under the Act.
 - (iv) "Workers' Compensation Act" shall mean the relevant Workers' Compansation Act or its equivalent in each State or Territory.

12 - RESERVED MATTERS

- (i) Living away from home allowance/location allowance;
- (ii) Training leave;
- (iii) Single union coverage;
- (iv) Registration of cranes/annual inspections;
- (v) Air conditioning;
- (vi) Further clarification/simplification of clauses.

13 - HOURS OTHER THAN SHIFT WORK

- (a) The ordinary hours of work shall be $38\ \mathrm{per}\ \mathrm{week}$, Monday to Friday.
- (b) The ordinary hours of work shall be worked continuously, except for meal breaks, at the discretion of the employer, between $6.00~\rm a.m.$ and $6.00~\rm p.m.$

13 - Hours other than shift work - contd

- (c) A regular starting and finishing time shall be fixed at each depot, which shall not be changed, except after notice of at least a week.
- (d) Subject to subclause (c) hereof, an employee's starting time for a particular day may be altered to suit the business requirements of the employer by mutual agreement with the employee/s concerned.
- (e) The ordinary hours of work prescribed herein shall not exceed ten hours on any day provided that any arrangement of ordinary working hours in excess of eight hours in any one day shall be with the agreement of the majority of employees involved.

13A - IMPLEMENTATION OF 38 - HOUR WEEK

- (a) The ordinary hours of work shall be an average of 38 per week as provided in clauses 13 and 18 of this award.
- (b) Except as provided in subclauses (e) and (f) hereof, the method of implementation of the 38-hour week may be any one of the following:
 - (i) by employees working less than 8 ordinary hours each day;or
 - (ii) by employees working less than 8 ordinary hours on one or more days each week; or
 - (iii) by fixing one week day on which all employees will be off during a particular work cycle; or
 - (iv) by rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle.
- (c) In each plant, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned.
- (d) In the absence of agreement at plant level, the procedure for resolving problems shall be applied in accordance with clause 30 of this award. The procedure shall be applied without delay.
- (e) Subject to the provisions of clauses 13 and 18 of this award, the employer and the majority of employees in the plant or section or sections concerned may agree that the ordinary working hours are to exceed eight on any day, thus enabling a week day off to be taken more frequently than would otherwise apply.
- (f) Circumstances may arise where different methods of implementation of a 38-hour week apply to various groups or sections of employees in the plant or establishment concerned.

13A - Implementation of 38 - hour week - contd

Providing for rostered days off

- (g) (i) The ordinary working hours shall be worked in a 20 day cycle, Monday to Friday inclusive, with 8 hours worked for each of 19 days and with 0.4 of an hour on each of those days accruing toward the 20th day which shall be taken as a paid day off and known as rostered day off.
 - (ii) A rostered day off shall be taken as follows:
 - (1) by fixing one week day on which all employees will be off during a 20-day cycle; or
 - (2) by rostering employees off on various days of the week during a 20-day cycle, so that each employee has one week day off; or
 - (3) by accumulation to a maximum of 5 days over a 20 week period by mutual agreement between the employer and employee.
 - (iii) In the case of subparagraph (ii)(3) hereof accumulated rostered days off must be taken no later than the 14 day period commencing at the time of the fifth accumulated rostered day off of the 20 week cycle.
 - (iv) Rosters shall be fixed by mutual agreement in advance for the ensuing 12 months.

An employer, with the agreement of the local branch of the union, may substitute another day as the rostered day off provided arrangements regarding the substitute day are made at least seven days prior to the listed day of the rostered day off.

- (v) (1) Employee(s) who agree to work on the rostered day off to satisfy the employer's business requirements shall take an alternative rotered day off on a mutually convenient day prior to the next rostered day off. Where agreement cannot be reached it shall be taken in conjunction with the next rostered day off.
 - (2) Except in the case of an emergency circumstance no employee shall be required to work on a rostered day off. Where an emergency circumstance does occur the employee shall be paid an additional days pay at ordinary rates for that week (that is 45 hours and 36 minutes pay for that week at the ordinary rate instead of 38 hours pay) in addition to being given a substitute rostered day off. An emergency shall mean where less than 24 hours notice of the requirement to work on the rostered day off has been given.
- (vi) An employee who has not worked a completed 19 day 4 week cycle shall receive pro rata accrued entitlements for each day worked in such cycle payable for the rostered day off in the case of termination.

13A - Implementation of 38 - hour week (g) - contd

- (vii) An employee shall be entitled to 13 rostered days off per year provided that the number of rostered days off shall be reduced to the extent of any annual leave taken on the basis of one day for each four weeks of annual leave taken.
- (viii) Any dispute arising as a result of the implementation of rostered days off shall be progressed in accordance with clause 30 of this award.

14 - MEAL INTERVAL

A set meal interval shall be established in each yard by mutual agreement between the parties which may be altered by the employer by giving seven days notice. Except on shift work, an employee shall cease work for a meal interval of 30 minutes on all working days, except Saturday and Sunday, between the hours of 11.30 a.m. and 1.00 p.m., inclusive.

An employee may be required to change his/her meal break to suit the requirements of the employer or client provided that an employee who has not completed his/her meal break after 6 hours from his/her normal starting time on any day to suit the requirements of his/her employer or the client shall be paid at the appropriate penalty rates thereafter until a meal break is allowed.

15 - MEAL INTERVAL DURING OVERTIME

- (a) Employees shall be allowed the same conditions as to the meal and meal intervals to be allowed while working overtime as are prescribed by award, determination or industrial agreement Commonwealth or State for the general body of employees of the industry in which they are employed.
 - (b) In any case to which subclause (a) hereof does not apply:
 - (i) An employee working overtime shall be allowed a crib time of 20 minutes without deduction of pay after each 4 hours of overtime worked if the employee continues to work after such crib time. Provided that where a day worker 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 at ordinary rates. Unless the period of overtime is less than 1-1/2 hours, an employee before starting overtime after working ordinary hours shall be allowed a meal break of 20 minutes, which shall be paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstance of the work in hand provided that the employer shall not be required to make any payment in respect of time allowed in excess of 20 minutes.
 - (ii) An employee required to work overtime for more than 1-1/2 hours shall either be supplied with meals by the employer, or paid \$6.60 for the first and subsequent meals.
 - (iii) An employee required to start work two or more hours prior to the normal commencement shall be paid \$6.60 meal allowance and be allowed a 20 minute crib break as soon as is practicable provided that such allowance shall be payable in any event where an employee is required to start work at or prior to 5.00 a.m.

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16 - OVERTIME

- (a) An employee may be required to work reasonable overtime and such overtime need not be limited to one job only. An employee may be notified to work such overtime prior to leaving the employer's premises or where the employee agrees, after having left the employer's premises.
- (b) An employee shall be paid a minimum of 4 hours at the appropriate penalty rates for working overtime on a Saturday, Sunday or public holiday.

Day workers

(c) (i) For all time worked on weekdays outside the ordinary hours prescribed in clause 13 of this award, and on Saturdays shall be paid at the rate of time and one half for the first two hours and double time thereafter. Provided that overtime worked after 12.00 noon on Saturday shall be paid at double time. Such double time to continue until completion of the overtime.

Shift workers

(ii) For work done by a shift worker outside the ordinary hours of this shift shall be paid at the rate of double time.

Day and shift workers

(iii) All time worked on Sundays shall be paid at the rate of double time and on holidays at the rate of double time and one half.

Call back

- (d) (i) An employee recalled to work after leaving the employer's premises shall be paid a minimum of 4 hours at the appropriate penalty rates. An employee shall be required to complete the job for which the employee was so recalled irrespective of whether the job is less than, or more than, 4 hours and the employee shall not be required to work the full 4 hours if the job he or she was recalled to perform is completed within a shorter period.
 - (ii) An employee occasionally required to hold himself in readiness either at his home, his place of work or elsewhere, to work before or after ordinary hours or on a Saturday which is not an ordinary working day, or on a Sunday or holiday, shall be paid standing by time at his ordinary rate of wage for the time from which he is told to hold himself in readiness until released.
 - (iii) Where such overtime goes beyond midnight or commences between midnight and 2.00 a.m., a minimum of 8 hours at the appropriate rates shall be paid.
- (e) Where an employee finishing overtime work or in order to commence overtime work has to travel at a time when reasonable means of transport are not available, the employer shall provide him with a conveyance to or from his home or pay him at his ordinary rate of wage for the time occupied in reaching his home or travelling from his home to work respectively.

16 - Overtime - contd

- (f) 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 of shifts. An employee who works so much overtime:
 - (i) between the termination of his ordinary work on any day shift, and the commencement of his ordinary work on the next day or shift that he has not had at least 10 consecutive hours off duty between these times, or
 - (ii) on Saturdays, Sundays and holidays, not being ordinary woking days, or on a rostered day off, without having had 10 consecutive hours off duty in the 24 hours preceding his ordinary commencing time on his next ordinary day or shift shall;

subject to this subclause, be released after completion of such overtime until he has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of his employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, he shall be paid at double rates until he is released from duty for such a period and he shall then be entitled to be absent until he has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (g) (i) Employees who are transported or who travel in their own vehicles outside working hours to and from their place of employment shall be paid at the appropriate overtime rate for all time involved.
 - (ii) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

17 - HOLIDAYS

All employees shall be entitled to the same holidays and subject to the same conditions as are observed by the general body of employees of the industry in which they are employed.

Provided that an employee shall be entitled in any case to the following holidays:

(a) (i) An employee shall be granted the following holidays without deduction of pay;

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, Melbourne Cup Day (Victoria Only), Christmas Day and Boxing Day, all such other days as may be gazetted from time to time by the Australian and/or State Governments for the State or Territory in which they are working.

(ii) In Tasmania, Show Day (as defined), Regatta Day in Southern Tasmania (i.e. Oatlands and all towns south of Oatlands) and Recreation Day in Northern Tasmania (i.e. all towns north of Oatlands) or such other days as is generally observed in the locality as a substitute for any of the said days respectively.

17 - Holidays - (a)(ii) - contd

The holidays mentioned in this paragraph are in lieu of and not additional to subclause 17A(e), of this award.

Where in a State or Territory or locality within a State or Territory an additional public 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 be 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 purposes 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.

17A - PICNIC DAY

- The first Monday in December each year shall be the union picnic (a) dav.
- All employees shall, as far as practicable, be given and shall take this day as picnic day without deduction of pay. Any employee required to work on this day shall be paid at the rate of double time and a half; provided that an employee who attends for work as required on this day shall be paid for not less than four hours' work.
- An employer may require from an employee evidence of his attendance at the picnic and the production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendence. Where such evidence is requested by the employer, payment need not be made unless the evidence is produced.
- Subclauses (b) and (c) hereof shall only apply to employees working within States where a picnic organised by the union is held.
- Where an employee is predominately engaged in an industry where the picnic day is observed at some date other than the first Monday in December, that picnic day can be substituted for the prescribed picnic day.
- (f) An employee required to work on the prescribed picnic day may, with the agreement of the employer, adopt another day in lieu in which case the provisions of subclause (b) hereof shall not apply.
- No employee shall be entitled to the benefit of more than one picnic day per calendar year.

18 - SHIFT WORK

- An employee required to work on shift shall, if practicable and safe, work in accordance with the shift lengths, roster conditions and crib times to those of the majority of the employees in the industry, establishment or site in which he/she is engaged.
- Shift workers shall be paid 15 per cent more than the ordinary rate for such shifts.

18 - Shift work - contd

- (c) (i) Shift workers who work on any afternoon or night shift roster which does not continue for at least 5 successive afternoons or nights, shall be paid for each shift 50 per cent for the first 2 hours thereof, and 100 per cent for the remaining hours thereof, in addition to his/her ordinary rate.
 - (ii) Notwithstanding subclause (b) hereof, wherein the industry, establishment or site in which the employee is engaged the shift premiums for the majority of employees are higher than those provided in subclause (b) hereof, such employee shall receive such higher shift premiums in substitution for the provisions of subclause (b) hereof.
 - (iii) Where an employee is engaged in shift work in an industry, establishment or site where employees receive compensation by way of annual leave and annual leave loading or otherwise for working Saturday, holiday and/or Sunday shifts, such employee shall be given similar compensation for working such shifts.

"Day shift" means any shift starting at, or after $6.00~\mathrm{a.m.}$ and before $10.00~\mathrm{a.m.}$

"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 $8.00~\mathrm{p.m.}$ and before $6.00~\mathrm{a.m.}$

No shift shall be worked on Saturdays, except at overtime rates.

All time worked on Sundays shall be paid at the rate of double time.

All time worked on holidays shall be paid at the rate of double time and one half.

All work outside the ordinary hours of shift work shall be paid at overtime rates.

19 - SICK LEAVE

- (a) An employee on weekly hiring who is absent from his work on account of personal illness, or on account of injury by accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:
 - (i) He shall not be entitled to be paid leave of absence for any period in respect of which he is entitled to workers' compensation.
 - (ii) He shall within 24 hours of the commencement of such absence, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness, and the estimated duration of the absence.

19 - Sick leave (a) - contd

(iii) He shall, with the exception of paid sick leave for two single days only in any calendar year, provide proof to the employer, if required, that he is entitled to payment for day(s) claimed. Proof shall be in the form of a certificate of a duly qualified medical practitioner, provided that an employer may agree to accept from the employee a Statutory Declaration stating that the employee was unable to attend for duty on account of personal illness or injury in lieu of a medical certificate.

First year of employment

(iv) (1) He shall not be entitled during his first year of any period of service with an employer to leave in excess of five days of ordinary time or in cases where he normally works more than eight ordinary hours in any day, he shall not be entitled to leave in excess of 40 hours of ordinary working time.

Provided that during the first five months of the first year of a period of service with an employer, he shall be entitled to sick leave which shall accrue on a pro rata basis of one day of ordinary working time for each month of service completed with that employer to a maximum of 40 ordinary hours.

On application by the employee during the sixth month of employment and subject to the availability of an unclaimed balance of sick leave the employee shall be paid for any sick leave taken during the first 5 months and in respect of which payment was not made.

Second and up to 5 completed years of employment

(2) He shall not be entitled to leave in excess of 8 days or in excess of 64 hours in the case of an employee who normally works more than 8 ordinary hours in any one day.

After five completed years of employment

(3) He shall not be entitled to leave in excess of 10 days of working time or 80 hours in the case of an employee who normally works more than 8 ordinary hours in any 1 day.

Sick leave is not transferable from employer to employer

(v) If an employee is terminated by his employer and is re-engaged by the same employer within a period of 6 months, then the employee's unclaimed balance of sick leave unless such sick leave has been paid out shall continue from the date of re-engagement.

19 - Sick leave (a) - contd

- (vi) As of 1 January, 1991, an employee shall be entitled to such leave not in excess of 8 days of ordinary time per year with the exception of any employee who has 5 or more years' service with the employer, in such instance, he/she shall be entitled to 10 days per year provided that employees entitled to 10 days sick leave as at 1 June, 1990 shall not have their entitlement reduced as a result of this provision.
- (vii) In any case, all employees shall be entitled to 10 days'
 sick leave per year as from 1 January, 1992.

Part day absences

(viii) In the case of employees whose hours of work are fixed in accordance with paragraphs 13A(b)(iii) or 13A(b)(iv) or subclause 13A (e) of this award, sick pay entitlements for part day absences shall be calculated on a proportionate basis as follows:

In the case of employees whose hours of work are fixed in accordance with paragraphs 13A(b)(i) or 13A(b)(ii) of this award, sick pay entitlements for part day absences shall be calculated on a proportionate basis as follows:

 $\frac{\text{Duration of sick leave absence}}{\text{Ordinary hours normally worked}} \quad \text{x} \quad \frac{\text{appropriate weekly rate}}{5}$

Sickness on day off

(ix) Where an employee is sick or injured on the weekday he is to take off in accordance with paragraphs 13A(b)(iii) or 13A(b)(iv) or subclause 13A(e) of this award, he shall not be entitled to sick pay nor will his sick pay entitlement be reduced as a result of his sickness or injury that day.

Alternative methods of payment

(x) Provided that in the case of an employee who prior to 9 September, 1982 was working less than 40 ordinary hours each week and who has his sick leave entitlements calculated by a different method to that provided in this clause, such method may be continued.

Provided further than where the employer and the majority of employees concerned agree an alternative method of calculating sick leave entitlements to that provided for in this clause may be introduced.

(b) Notwithstanding anything contained in subclause (a) hereof, if the full period of sick leave as prescribed above is not taken in any year, such portion as is not taken shall be cumulative from year to year and may be taken in any subsequent year.

20 - ANNUAL LEAVE

- (a) (i) A period of 28 consecutive days, including weekends, exclusive of any public holidays prescribed by clause 17 of this award, occurring during the period, which are observed ordinary working days, shall be given and taken as leave annually to all employees, other than casual employees, after 12 months continuous service with an employer.
 - (ii) Leave shall be given and shall be taken within 6 months from the date when the right to annual leave occurred and after not less than 4 weeks' notice to the employee.
- (b) An employee on weekly hiring shall accrue annual leave at the rate of 2.923 hours for each 38 ordinary working hours worked.

Broken leave

- (c) (i) The annual leave shall be given and taken in one or two continuous periods. If given in 2 separate periods, then one of those 2 periods must be at least 21 consecutive days, including non-working days.
 - (ii) If the employer and an employee so agree, an annual leave entitlement may be given, and taken in 2 separate periods, neither of which is of at least 21 consecutive days, including non-working days, or on 3 separate periods.
- (d) The annual leave provided by this clause shall be allowed and shall be taken, and except as provided by subclause (a) hereof, payment shall not be made or accepted in lieu of annual leave.

Leave allowed before due date

- (e) (i) An employer may allow an employee to take annual leave prior to the employee's right thereof. In such circumstances, the qualifying period of further annual leave shall not commence until the expiration of 12 months in respect of which the leave so allowed was taken.
 - (ii) Where an employer has allowed an employee to take annual leave pursuant to subclause (a) hereof and the employee's services are terminated (by whatsoever cause) before the right thereto has accrued due, the employer shall be entitled to deduct from any remuneration payable any excess due on account of such annual leave payments.

Calculation of continuous service

- (f) For the purpose of this clause, service shall be deemed to be continuous notwithstanding:
 - (i) Any interruption or determination of the employment by the employer, if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect to leave of absence.
 - (ii) Personal sickness or accident.
 - (iii) Leave lawfully granted by the employer.
 - (iv) Jury service.

20 - Annual leave - contd

In cases of any absence from work by reason not specified in this clause, the employee to be entitled to the benefit of this subclause shall inform the employer, in writing if practicable, within 24 hours of the commencement of such absence of his/her inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of the absence. A notification given by an employee, pursuant to clause 19 of the award, shall be accepted as notification under this subclause.

Any absence from work by reason of any cause not being a cause specified in this subclause, shall not be deemed to break the continuity of service for the pruposes of this clause, unless the employer, during the absence, or within 14 days of the termination of the absence, notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism, such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism, notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in that plant, and by posting to each union whose members have participated in such concerted or collective absenteeism, a copy of it not later than the day it is posted up in the plant.

A notice to an individual employee may be given by delivering it to him personally, or by posting it to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

In calculating the period of 12 months continuous service, the following absences shall be taken into account and counted as time worked:

- 152 ordinary hours in 12 monthly period, in the case of sickness or accident
- Long service leave.

Other absences from work shall not be taken into account, and shall not count as time worked in calculating the period of 12 months continuous service.

Provided that for the purpose of this clause in calculating continuous service for periods of less than 12 months, such absences due to sickness or accident, shall be taken into account, and counted as time worked on a pro rata basis of 152 ordinary hours for 12 months service.

Payment for period of annual leave

- (g) Each employee, before going on leave, shall be paid the wages he would have received in respect to the ordinary time he would have worked had he not been on leave during the relevant period, provided that payment for the period specified in subclause (b) hereof shall not exceed 152 ordinary hours. Subject to paragraph (i) hereof, each employee shall, where applicable, have the amount of wages to be received for annual leave, calculated by including the following where applicable:
 - (i) The rate applicable to him as prescribed by clause 6 of this award.

20 - Annual leave (a) - contd

- (ii) The rate payable pursuant to clause 22 of this award calculated on daily basis which the employee would have received for ordinary time during the relevant period.
- (iii) Any other rate to which the employee is entitled in accordance with his contract of employment for ordinary hours of work, provided that this provision shall not operate, so as to include any payment which is of a similar nature to, or is paid for the same reasons as, or is paid in lieu of, those prescribed by clause 16 and 11 of this award, nor any payment which might have become payable to the employee as reimbursement for expenses incurred.

Loading on annual leave

Day workers

(h) (i) During a period of annual leave, an employee shall receive a loading of 17 - 1/2 per cent calculated on the rate of wage prescribed by subclause (g) hereof, subject to the provisions of paragraph (ii) hereof.

Shift workers

(ii) An employee engaged in accordance with clause 18 of this award shall receive a loading of 17-1/2 per cent during a period of annual leave, calculated on the rate applicable as prescribed in clause 6 of this award.

Provided that where the employee would have received a loading prescribed by clause 18 of this award, had they not been on leave and such loading would be of a greater amount than 17-1/2 per cent then it shall apply to the rate applicable as prescribed in clause 6 of this award in lieu of $17 \ 1/2$ %.

Loading on termination

(iii) The loalding prescribed above shall also apply to proportionate leave on lawful termination.

Proportionate leave on termination

(i) Any employee on weekly hiring who after one week's continuous service in his first qualifying 12 monthly period with an employer, lawfully leaves the employment of the employer, or his employment is terminated by the employer through no fault of the employee, shall be paid for 2.923 hours of or each 38 ordinary hours worked.

Annual close down

(j) Where an employer closes down his plant or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of employees in the plant or section or sections concerned, the following shall apply:

20 - Annual leave - (j) - contd

- (i) He may by giving not less than 4 weeks notice of his intention so to do stand off for the duration of the close down all employees in the plant, or section or sections concerned and allow to those who are not then qualified for full entitlement to annual leave for 12 months continuous service pursuant to subclause (b) hereof, paid leave on a proportionate basis at the appropriate rate of wage as prescribed by subclauses (g) and (h) hereof for 2.923 hours for each 38 ordinary hours worked. The hourly rate shall be calculated in accordance with subclause 25(j) of this award.
- (ii) An employee who has then qualified for a full entitlement to annual leave for 12 months continuous service pursuant to subclause (a) hereof, and has completed a further week or more of continuous service shall be allowed his leave and shall, subject to subclause (f) hereof also be paid at the appropriate rate of wage as prescribed by subclauses (g) and (h) hereof for 2.923 hours for each 38 ordinary hours worked since the close of his last 12 monthly qualifying period. The hourly rate shall be calculated in accordance with subclause 25(j) of this award.
- (iii) The next 12 monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section concerned is re-opened for work. Provided that all time during which an employee is stood off without pay for the purposes of this subclause shall be deemed to be time of service in the next 12 monthly qualifying period.
- (iv) If in the first year of his service with an employer an employee is allowed proportionate annual leave under subclause (e) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of subclause (i) hereof subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.
- (v) An employer may close down his plant for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down his plant in 2 separate periods one of those periods shall be for a period of at least 21 consecutive days including non-working days.

Provided that where the majority of the employees in the plant section or sections concerned agrees, the employer may close down his plant in accordance with this subclause in 2 separate periods neither of which is of at least 21 consecutive days including non-working days or in 3 separate periods. In such cases the employer shall advise the employees concerned of the proposed dates of each close down before asking them for their agreement.

20 - Annual leave - contd

Part close down and part rostered leave

- (k) (i) An employer may close down his plant, or a section or sections thereof for a period of at least 21 consecutive days including non-working days and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster.
 - (ii) An employer may close down his plant, or a section or sections thereof for a period of less than 21 consecutive days including non-working days and allow the balance of the annual leave due to an employee in one or two continuous periods either of which may be in accordance with a roster. In such a case the granting and taking of annual leave shall be subject to the agreement of the employer and the majority of employees in the plant, or a section or sections thereof respectively, and before asking the employees concerned for their agreement the employer shall advise them of the proposed date of the close down or close downs and the details of the annual leave roster.

21 - BEREAVEMENT LEAVE

An employee shall be entitled to a maximum of 3 days leave without deduction of pay:

- (a) On each occasion of the death within Australia of the employee's husband, wife, de facto husband, de facto wife, father, mother, brother, sister or child, grandparents, grandchildren, mother-in-law or father-in-law;
- (b) On each occasion, the employee travels overseas in connection with the death outside Australia of one of the relatives specified in subclause (a) hereof.

21A - TRADE UNION TRAINING LEAVE

- (a) Upon application an employee nominated by the Union may be granted leave on ordinary pay to attend courses conducted or approved by the Australian Trade Union Training Authority subject to the following conditions:
 - (i) That the appropriate State Crane Hire Association(s) receive written notification from the Union setting out the times, dates, content and venue of the course.
 - (ii) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations.
 - (iii) That an employer shall not be liable to pay an employee attending such course for more than five days, in any one year;
 - (iv) Leave shall not be cumulative.
 - (b) The granting of leave under this clause shall be subject to the employer's convenience and shall not unduly affect the employer's operations.

21B - TRAINING LEAVE

- (a) Following proper consultation, which may involve the setting up of training committees, the employer shall develop a training policy and programme consistent with:
 - (i) the current and future skill needs of the enterprise;
 - (ii) the size, structure and nature of the operations of the enterprise;
 - (iii) the need to develop vocation skills relevant to the enteprise and the industry, through courses conducted by accredited educational institutions and providers.
- (b) Where it is agreed by the employer that additional training should be undertaken by an employee, that training may be undertaken either on or off the job, provided that if the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay. An employer shall not unreasonably withhold such paid training leave.
 - (c) This training leave clause is reviewable after 12 months.

22 - MIXED FUNCTIONS

(a) Where the employment or work involves functions of a mixed character, the minimum wages to be paid to the employee for the day or part of a day he is so employed shall be calculated as if he perfomred such only of the said functions as involves the highest rate of wages under this award. If so employed for any part of a day he shall be paid at the highest rate for the whole of such day.

23 - RIGHT OF ENTRY

A duly accredited representative of the claimant organisation of employees shall have the right to enter, during the midday meal hour, the protion of an employer's establishment in which any employees engaged upon any class of work to which this award applies are employed, for the purpose of interviewing such employees on legitimate union business.

If any employer alleges that a representative is unduly interfering with or is creating dissatisfaction amongst his employees or is offensive in his methods such employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Commission.

Provided however, that no employer or person apparently acting on his behalf shall refuse to allow such representative as aforesaid to enter an establishment upon the grounds only that it is not then the midday meal interval unless he shall upon such refusal give the representative full and accurate particulars of the meal hours or crib times of each of the employees engaged upon work to which this award applies. An employer shall be deemed to have committed a breach of this award if he or the person apparently acting on his behalf omits, being obliged to do so, to give such particulars as aforesaid.

Provided that where employees are working under a system of shift work which precludes a representative from interviewing them during the midday meal break, the representative shall have the right to enter the employer's premises for the purpose of interviewing such employee at such times and under such conditions as to notice as may be mutually arranged by the representative and the employer or failing agreement at such times and under such conditions as a member of the Australian Industrial Relations Commission or the Industrial Registrar may decide.

24 - TIME AND WAGES BOOK

- (a) Each employer shall keep a time and wages book at his workshop, or other place of work or at an office convenient thereto showing the name of each employee, his classification under this award, his time of starting and finishing work each day and that amount of overtime worked and all amounts paid to him by way of wages, special rates and allowances.
- (b) Any time occupied by an employee in filling in any time book or card, or making of records, shall be treated as time of duty.
- (c) An employer may provide a mechanical clock for the purpose of recording the time of each employee, in which case each employee shall at the end of the week enter such other particulars as may be necessary to comply with subclause (a) hereof on such card or document used in connection with such clock and such card or document shall be deemed to be the time and wages book.
- (d) Such time and wages book shall on demand be produced at reasonable times by the employer for inspection to an official of the claimant organisation duly authorised in writing by the president and secretary of the local branch or sub-branch of the Federated Engine Drivers' and Firemens' Association of Australasia at the place where the time and wages book is kept pursuant to subclause (a) hereof.

The official making such inspection shall be permitted to make and retain a copy of any entry in such time and wages book relating to any matter in respect of which he suspects a breach of this award has been committed. He shall if required to do so produce for inspection by the employer or his representative any such copy as aforesaid.

25 - PAYMENT OF WAGES

- (a) Wages shall be paid as follows:
 - (i) Employee who actually works 38 ordinary hours each week:

In the case of an employee whose ordinary hours of work are arranged in accordance with paragraphs 13A(b)(i) or 13A(b)(ii) of this award, 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.

(ii) Employee who works an average of 38 ordinary hours each
 week:

Subject to subclauses (c) and (d) hereof, in the case of an employee whose ordinary hours of work are arranged in accordance with paragraphs 13A(b)(iii) or 13A(b)(iv) of this award, so that he works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly or fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

25 - Payment of wages - contd

Special note - Explanation of averaging system

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

- (iii) Clause 13A of this award provides in paragraphs (b)(iii) and (b)(iv) that in implementing a 38-hour week the ordinary hours of an employee may be arranged so that he is entitled to a day off on a fixed day or rostered day basis during each work cycle. It is in these circumstances, that the averaging system would apply.
- (iv) If the 38-hour week is to be implemented so as to give an employee a day off in each work cycle this would be achieved if during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employee's ordinary hours were arranged on the basis that for 3 of the four weeks he worked 40 ordinary hours each week and in the fourth week he worked 32 ordinary hours. That is, he would work for 8 ordinary each day, Monday to Friday inclusive, for 3 weeks and 8 ordinary hours on four weekdays only in the fourth week a total of nineteen days during the work cycle.
- (v) In such a case, the averaging system applies and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee's classification in clause 6 of this award, and shall be paid each week even though more or less than 38 ordinary hours are worked that week.

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

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

(vi) As provided in subclause (c) hereof, an employee will not accrue a "credit" for each day he is absent from duty other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service. When an employee is absent from duty because of annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service, his entitlement is determined in accordance with the appropriate award provision dealing with such entitlements.

25 - Payment of wages - contd

Absences from duty

(b) (i) An employee whose ordinary hours are arranged in accordance with paragraphs 13A(b)(iii) and (iv) of this award and who is paid wages in accordance with subclause (b) hereof and is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service) shall, for each day he is so absent, lose average pay for that day calculated by dividing his average weekly rate by five.

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

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

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

total of "credits" not accrued x $\frac{\text{average weekly pay}}{38}$

Examples:

(An employee's ordinary hours are arranged so that he works 8 ordinary hours on 5 days of each week for three weeks and 8 ordinary hours on 4 days of the 4th week).

1. Employee takes one day off without authorisation in the first week of cycle:

Week of cycle Payment

1st week = average weekly pay $\frac{\text{less}}{(\text{i.e. less } 1/5)}$

25 - Payment of wages - (b)(ii) - contd

2nd and 3rd weeks = average weekly pay each week

4th week = average pay

less credit not accrued
on day of absence

= average pay

less

0.4 x average hours weekly pay 38

2. Employee takes each of the 4 days off without authorisation in the fourth week:

Week of cycle Payment

1st, 2nd and

3rd weeks = average pay each week

4th week = average pay

less 4/5 of average

pay for the four days absent

less total of credits not
accrued that week

1/5 average pay

less

 $4 \times 0.4 \times \text{average}$ hours $\frac{\text{weekly pay}}{38}$

= 1/5 average pay

less

1.6 x average hours weekly pay

Alternative methods of payment

- (c) (i) Provided that in the case of an employee who prior to 9 September, 1982 was working less than 40 ordinary hours each week and who was paid by a method different from that provided for in subclause (b) and (c) hereof, such method may be continued.
 - (ii) Provided further that where the employer and the majority of employees concerned agree, an alternative method of paying wages to that provided in subclauses (b) and (c) hereof may be introduced.

Wages to be paid during working hours

(d) Subject to subclause (f) hereof where the majority of employees in a particular establishment are employed under the terms of this award, wages shall be paid during ordinary working hours and if an employee is kept waiting for his wages on pay day after the usual time for ceasing work, he shall be paid at overtime rates for the period he is kept waiting.

25 - Payment of wages - (d) - contd

Where the majority of employees in a particular establishment are not employed under the terms of this award, an employee kept waiting for his wages on pay day for more than 6 minutes after the usual time for ceasing work, shall be paid at overtime rates after 6 minutes.

Day off coinciding with pay day

(e) In the event that an employee, by virtue of the arrangement of his ordinary working hours, is to take a day off 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.

Payment by cheque or direct transfer

(f) An employer with the consent of the employee may elect to pay an employee their wages by cheque or direct transfer into the employee's bank (or other recognised financial institution) account. Should the employer and employee so elect, the employer shall pay for establishment cost only of the account. Maintenance costs of the account shall be the employee's responsibility.

Payment during first week of employment

(g) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day. Provided that this subclause shall not apply to employers who make a practice of allowing advances approximating wages due.

Determination of employment

(h) Upon determination of the employment, wages due to an employee shall be paid to him on the day of such determination or forwarded to him by post on the next working day.

Provided that in the case of an employee whose ordinary hours are arranged in accordance with paragraphs 13A(b)(iii) and 13A(b)(iv) of this award and who is paid average pay and who has not taken the day off due to him during the work cycle in which his employment is determined, the wages due to the employee shall include the total of credits accrued during the work cycle as detailed in the Special Note following paragraph (b)(ii) hereof.

Details of payments to be given

(i) On or prior to his pay day, the employer shall state to each employee in writing the amount of wages to which he is entitled, the amount of deduction made therefrom, and the net amount being paid to him.

25 - Payment of wages - contd

Calculation of hourly rate

(j) Except as provided in paragraph (c)(i) hereof, hourly rates shall be calculated by dividing the appropriate weekly rate by 38.

Casual employees

(k) Employees engaged in accordance with clause 5 of this award, shall be paid at the termination of such engagement. Where a casual employee is engaged for a work period which includes the designated pay day for the establishment, their wages will be paid in accordance with such arrangements. This shall not affect the employee's status as a casual. If a casual is engaged on a daily basis, then the payment can be made on a daily basis.

26 - SHOP STEWARDS

A shop steward appointed by the employees at each place of work shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees whom he represents.

27 - MISCELLANEOUS

Facilities

- (a) (i) Each employer shall provide a sufficient supply of cool drinking water, and boiling water at crib and meal times and make suitable provision to enable employees to keep and eat their cribs free from dust unless he proves to the satisfaction of the Australian Industrial Relations Commission that it is impracticable to do so.
 - (ii) Lockers, showers, washing and sanitary conveniences.

An employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee, which afford reasonable protection for employee's clothes.

(iii) Employers shall provide proper and sufficient washing and sanitary conveniences.

Clothing

Damage to clothing

(b) (i) Compensation to the extent of the damage sustained shall be made where during the course of the work clothing is damaged or destroyed by fire or molten metal or through the use of corrosive substances.

Protective clothing

(ii) (1) Where an employee is required to work in a place where in the absence of protective clothing or boots, his clothing or boots will become wet, such employees shall be provided with water proof clothing and boots.

27 - Miscellaneous - (b)(ii) - contd

- (2) The purchase of safety boots or shoes shall be subsidised by the employer and can be replaced when required due to wear, loss or damage. On each occasion that an employee obtains a pair of safety boots or shoes, the employer shall subsidise the cost of such boots or shoes to an amount of \$32.75.
- (3) The method to be followed is that the employee will purchase the approved type safety boot or shoe and shall present the receipt in order to obtain the subsidy.
- (4) All employees bound by this award shall be eligible for the subsidy after one month qualifying service with the employer.
- (5) The purchase of a Tasmanian Bluey Jacket shall be subsidised by the empoloyer and can be replaced when required due to wear, loss or damage. On each occasion that an employee obtains a Tasmanian Bluey Jacket, the employer shall subsidise the cost of such jacket to an amount of \$32.75.

Protective glasses

(6) Each employee shall be issued by his employer suitable combination safety and sun glasses for the protection of his/her eyes from the effects of both oxy or electric welding and the natural rays of the sun.

All employees bound by this award shall be eligible to the provisions of subparagraphs (2) and (3) hereof after one month qualifying service with the employer.

First aid outfit

(c) In each workshop and at other places where employees are regularly employed, the employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an efficient first aid outfit. Provided that a basic first aid kit shall be located in each crane.

This subclause shall not apply to any employer who, pursuant to any other award or determination or State Act or regulation provides an efficient first aid outfit.

Street directories

(d) The employer shall provide, free of charge, for the use of each crane driver street directories of the areas in which he is required to work. Such directories shall be kept up to date by the employer.

27 - Miscellaneous - contd

Radiators

- (e) (i) Each crane cabin shall, unless otherwise heated, be equipped with a radiator which the employer shall install and maintain in good condition.
 - (ii) Each crane cabin shall, where practicable, unless otherwise air conditioned, be equipped with a fan which the employer shall install and maintain in good order and condition.

28 - PREFERENCE OF EMPLOYMENT

Preference of employment shall be given to financial members of The Federated Engine Drivers' and Firemen's Association of Australia.

29 - LEARNER DRIVER

- (a) For the purposes of this clause, a learner driver shall mean a person engaged as such for a period of up to two calendar months or such longer time as the appropriate union official may agree, during which period the Lifts and Crane Act (Certification of Operators) or its equivalent in each State or Territory will be followed.
- (b) No learner driver shall be required to perform the duties of a mobile crane driver unless under the direct supervision of a competent certificated person.

30 - SETTLEMENT OF DISPUTES

In order to minimise the effect of disputes that may arise between the parties or between an employer and any or all of his employees, it is agreed that the following procedure will be observed:

- (a) Where a dispute, grievance or other question arises at a place of work, the employee or employees concerned shall raise the matter with the appropriate foreman, supervisor or other nominated representative of the employer. At the employee's option, his delegate may also be present.
- (b) If not satisfactorily settled, or in cases where the matter is of such a nature as to warrant the omission of the step detailed in subclause (a) hereof, the delegate and the employee of employees concerned shall discuss the matter with the appropriate representative of the employer.
- (c) If satisfaction is not achieved, the shop steward shall refer the mater to an appropriate full time official of the union, who shall discuss the matter with the appropriate representative of the company. The employer may refer the matter to the appropriate employer organisation and if he does so, an official of that organisation shall be present when the union official and the employer discuss the matter.

30 - Settlement of disputes - contd

- (d) If the matter is not resolved at the State level, it shall be referred to the Federal Office of the union and a senior officer of the company or employer organisation who shall endeavour to resolve the matter.
- (e) Throughout the foregoing procedure, normal work shall continue. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this subclause.
- (f) In the event of the foregoing procedure not being observed by either party, the other party to the dispute reserves the right to invoke such other procedures as are available to him to resolve the matter.
- (g) Each of the foregoing steps shall be followed in good faith and without any undue or unreasonable delay by any party.
- (h) This procedure shall not apply in the event of any genuine issue involving the safety of the employee, any other person, mobile crane or any other property, whether belonging to the employer or any other person, corporation or entity.
- (i) At any stage of this procedure, either party may refer the matter to the Australian Industrial Relations Commission for determination.

31 - INCLEMENT WEATHER

- (a) Employees shall not be entitled to payment for time lost due to inclement weather unless work has ceased by agreement with the employer provided that employees shall not be required to work in unsafe conditions.
- (b) Subject to the provisions of subclause (a) hereof employees unable to work at a site/location due to inclement weather may be required to:
 - (i) remain on site or at the job location;
 - (ii) transfer the crane to an alternative site location;
 - (iii) return to the depot.

until such inclement weather ceases or abates to allow safe work to continue.

(c) Where cranes are left on site for five working days or more and employees are deemed to be part of the site, the procedures on the site shall apply. A crane shall not be removed from a site if it is unsafe to do so as a result of weather conditions.

Definitions

"Inclement weather" shall mean the existence of abnormal climatic conditions (i.e. rain, hail, snow, high winds, cold, extreme high temperature of the like or any combination thereof) by virtue of which it is not reasonable or safe to continue working whilst the same prevail.

"Employer" shall mean owner, manager or recognised agent of the owner or manager of the company.

"Site procedures" shall only relate to the inclement weather clause of this award.

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32 - REDUNDANCY/RETRENCHMENT PAY

Definitions

Redundancy

- (a) (i) Means any employment situation where the number of employees reasonably required by the employer exceeds the number required to perform the work which is available.
 - (2) Any one of the following factors may operate to reduce the amount of work which is available:
 - closure of a company.
 - a decline in trade or business opportunities.
 - technological change or changes in the industry.
 - a decision by a company to cease providing a particular service performed by its employees in a locality or from a site or depot.

Retrenchment

(ii) Subject to subclause (f) hereof retrenchment means termination of an employee who is made redundant in accordance with any of the circumstances covered by the above definition.

Ordinary pay

(iii) Means the appropriate weekly pay for a classification set out in the wages clause relevant to the State or Territory to which redundancy applies.

Order of retrenchment

(b) Employees shall be retrenched, all other things being equal, on the basis of seniority and the principle of "last on, first off" shall apply. It is agreed that management reserves the right to maintain the most suitable mix of cranes or equipment at all times in order to ensure ongoing viability of the company. In such instances, the choice of employees to be made redundant may be effected and shall be referred to the branch secretary if disagreement arises. The employer may offer the choice of "voluntary redundancy".

The union recognises that this clause substitutes for any other form of agreement including those applying to the building industry.

Payment in lieu of notice

- (c) (i) Employees with more than 12 months continuous service, other than casuals, shall be entitled to receive four weeks pay at ordinary rates in lieu of notice.
 - (ii) Employees with less than 12 months continuous service, other than casuals shall be entitled to notice on the following basis:

32 - Redundancy/retrenchment pay - (c)(ii) - contd

Up to 3 months - 1 week

More than 3 months up to 6 months - 2 weeks

More than 6 months up to 9 months - 3 weeks

Over 9 months - 4 weeks

Provided that an employee shall be paid in lieu of such notice or be required to work one week of such notice and be paid any balance in lieu at the discretion of the employer.

Retrenchment payments

(d) (i) Retrenched employees, other than casuals with more than 12 months' service, shall be entitled to three weeks' pay at the ordinary rate of pay for each completed year of service, provided that an employee with more than 12 months' continuous service shall be entitled to pro rata payment in his/her uncompleted final year of service.

Other entitlements

- (ii) (1) Pro rata long service leave as provided for under the relevant State or Territory statutory entitlement.
 - (2) Payment of public holidays occurring within 20 working days of the final day of employment.
 - (3) Pro rata annual leave plus loading of 17.5 per cent.
 - (4) Accumulated sick leave to a maximum of 10 days.
- (e) Each employee will be entitled to a reference of a certificate of service explaining the reason for the retrenchment.

Preference for re-employment with 6 months of retrenchment shall be on the basis of seniority.

- (f) An employee will not be redundant or entitled to the benefits of this clause where the employee commences employment with the purchaser of the employer's business without loss of continuity of service.
- (g) Provided that in the State of Tasmania where the majority of employees of a respondent to this award are covered by the redundancy provision of another award of the Australian Industrial Relations Commission, the provisions of that latter award shall apply in lieu of the provisions of this clause until further order of the Commission.

33 - CONDITIONS NOT DEALT WITH BY THE AWARD

This award is to be read as not interfering with customs and practices except insofar as it expressly interferes with them. These customs and practices being in substance agreements between the parties, any discontinuance of them which alters existing conditions shall entitle any of the parties to apply to have the award varied to fit the altered conditions.

34 - SUPERSESSION OF AWARD

This award supersedes the award known as the Mobile Crane Hiring Award 1988 and the Mobile Crane Hiring Agreement (Tasmania) 1981 and all variations or roping-in awards thereto but no right, obligation or liability accrued or incurred under such award or variations shall be affected by such supersession.

BY THE COMMISSION:

COMMISSIONER

APPENDIX A

NORTH WEST SHELF DEVELOPMENT PROJECT BURRUP PENINSULA - LNG CONSTRUCTION PHASE

1 - APPLICATION

The provisions of this 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.

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 Australian Industrial Relations Commission for determination.

2 - SCOPE

This Appendix shall apply to all work associated with the construction of the North West Shelf Development Project on the Burrup Peninsula LNG Construction Phase.

3 - OPERATION

This order shall come into force from the beginning of the first pay period to commence on or after 25 June, 1987 and shall continue in force for twelve months.

4 - SITE DISABILITY ALLOWANCE

To compensate for conditions which exist and far exceed those conditions which are provided for within the award, including excessive dust, heat and extremes of terrain, an employee shall be entitled to a payment of \$1.23 per hour for each hour worked.

5 - SPECIAL RATES

Employees shall be paid an allowance at the rate of \$2.66 per hour for each hour worked to compensate for disabilities associated with the following classes of work and in lieu of relevant - Special Rates, whether or not such work is performed in any one hour;

- (a) dirty or offensive work;
- (b) work in wet places;
- (c) work in any confined space;
- (d) handling charcoal, pumice granulated cork, silicate of cotton, insulwool, slag wool, or other recognised insulation material of a like nature, or working in the immediate vicinity so as to be affected by the use thereof;
- (e) work in a place where fumes of sulphur or other acid or other offensive fumes are present.

6 - SAFETY FOOTWEAR

(a) Each employee when commencing on site shall be entitled to the supply of one pair of safety boots as a free issue.

- (b) Each employee shall be entitled to a payment of 10 cents per hour for each hour worked to enable him to maintain and replace his safety footwear as necessary.
- (c) It is a condition of employment that employees wear and maintain in good condition their safety footwear. It is recognised by the parties to the Appendix that failure to observe these regulations may result in disciplinary action. The provisions of this clause shall be in lieu of subclause 27(q) of this award.

7 - LIVING OUT OF CAMP

- (a) Married employees who qualify for the provision of clause 9 of this award and who choose to live in a caravan or other accommodation rather than at camp provided by the employer, will be paid an allowance of \$203.00 per week in lieu of clause 9 of this award.
- (b) For the purpose of this clause, a married employee includes -
 - (i) a person who has a de facto spouse; and
 - (ii) a person who is a sole parent with dependent children.
- (c) Employees who qualify for the allowance prescribed in subclause (a) hereof and who elect to lawfully return home in the event of a Christmas shutdown or over the Easter break or for a period of annual leave or rest and recreation leave shall be entitled to be paid the allowance prescribed in subclause (a) hereof.

8 - TRAVEL ALLOWANCE

Employees performing work to which this Appendix applies and residing at Rosebourne shall, in lieu of the provision of clause 8 of this award, be paid a travel allowance of \$10.05 per day.

Provided that this allowance will not be paid where the employer provides transport.

9 - REST AND RECREATION

The following conditions shall apply to an employee when employed on a job or construction work at such a distance from his usual place of residence that he cannot reasonably return to that place each night and where construction work is located north of the 26th parallel of south latitude in Western Australia or in any other area to which air transport is the only practicable means of travel, an employee may return home after ten weeks' 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 to his usual place of residence after each further period of ten weeks' continuous service, and in each case he shall be entitled to two days' leave of which one day shall be paid leave. Payment for leave and reimbursement for any economy air fare paid by the employee shall be made at the completion of the first pay period commencing after the date of return to the job.

Provided however, that if the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days after the expiration of any such period of ten weeks as hereinbefore mentioned, then the provisions of this paragraph shall not be applicable.

Remote areas of Western Australia

Employees on jobs north of latitude 26 degrees south or elsewhere in the State of Western Australia shall be entitled to travel to their usual place of residence, or Perth, whichever is the closest to the job and return provided that reimbursement of air fare in no case shall exceed the economy air fare from the job to Perth and return.

Limitation of entitlement

The entitlement shall be availed of as soon as reasonably practical after it becomes due and shall lapse after a period of two months provided that the employee has been notified in writing by the employer in the week prior to such entitlement becoming due of the date of entitlement and that such entitlement will lapse if not taken before the appropriate date two months later. (Proof of such written notice shall lie with the employer).

Service requirements

For the purpose of this subclause, service shall be deemed to be continuous notwithstanding an employee's absence from work prescribed in this clause.

Variable return home

In special circumstances, and by agreement with the employer, the return of the usual place of residence entitlements may be granted earlier or taken later than the prescribed date of accrual without alteration to the employee's accrual entitlements.

Non payment in lieu

Payment of fares and leave with pay as provided for in this subclause shall not be made unless availed of by the employee.

10 - REST PERIODS

- Employees engaged on work to which this clause applies shall be (a) entitled to one break of ten minutes each morning and one break of ten minutes each afternoon.
- When an employee is required to work overtime after the usual (b) ceasing time for the day or shift for two hours or more, he shall be allowed to take crib break of twenty minutes in duration which shall be paid for at ordinary rates immediately after such ceasing time and thereafter, after each four hours of continuous work he shall be allowed to take a crib time of twenty minutes in duration which shall be paid for at ordinary rates.
- An employer and employee may agree to any variation of the provisions of this clause to meet the circumstances of the work in hand provided that the employer shall not be required to make payment in excess of the time prescribed for rest periods in this clause.

11 - CYCLONE PROCEDURES

- (a) Cyclone procedures have been developed detailing action to be taken before, during and after a cyclone. These procedures involve work ceasing on site when a "red alert" is notified by the civil authorities as now applying in the area.
- (b) Notwithstanding the provisions of the award, the employee who is stood down by his employer in accordance with subclause (a) hereof and who:
 - (i) At the commencement of the cyclone period reports for and remains at work until otherwise directed by the employer; and
 - (ii) Following the "all clear" resumes duty in accordance with the direction of the employer, shall be paid for his normal rostered ordinary and overtime hours occurring during the stand down. A worker who, on any day during the cyclone stand down -
 - (iii) Is required to work and is requested to do so by his employer; and
 - (iv) Is not willing or available except in the case of obvious hardship as a result of the cyclone to work when so requested is not entitled to payment for that day.
- (c) Work will commence following declaration of the "all clear" in accordance with the "cyclone procedure for the site".

Day Workers

- (i) If the "all clear" is announced prior to 12 noon, work will commenced at 1300 hours on that day.
- (ii) If the "all clear" is announced after 12 noon, work will commence at the normal starting time on the following day. In this event, stand-down payments in accordance with subclause (b) hereof will continue as normal.

Shift Workers

- (iii) If the "all clear" is announced at least two hours prior to the usual commencing time of the shift, shift workers will commence work at their normal starting time; however
- (iv) Should the "all clear" be announced less than two hours before the usual commencing time of the shift, shift workers will commence work at the usual starting time of the next succeeding shift. In this event, stand-down payments in accordance with subclause (b) hereof will continue as normal.
- (d) Where an employee is stood down due to a cyclone pursuant to this clause and performs work at the direction of his employer during the course of the cyclone in accordance with this clause, he shall be paid his ordinary hourly rate for each hour worked, in addition to any payment he receives under the provisions of this clause.

12 - SAFETY PROCEDURE

Safety Committee

- (a) (i) Each main sub-contractor will have a safety representative and Deputy (the Deputy to relieve during any absence of the safety representative).
 - (ii) Any workers may contact the management or safety representative as he requires.
 - (iii) Each safety representative shall attend the meetings of the site Safety Committee.
 - (iv) If a representative does not have the required knowledge in a specific field, he may call upon a person within that contract who has the appropriate knowledge.
 - (v) If it become apparent that more than one safety representative is required because of the nature of the job, further discussions will take place between the parties (KJR, sub-contractor and unions).
 - (vi) The first meeting of the Safety Committee will take place within two days of a resumption of work.
 - (vii) The principal parties will attend the inaugural meeting.
 - (viii) The Safety Committee will consist of KJR Safety
 Officers, sub-contractors, representatives (four or five)
 and the safety representatives.
 - (ix) Following the inaugural meetings, a further three meetings will be held at weekly intervals following which a review meeting will be conducted in order to ascertain the functions and frequencies of further meetings.
 - (x) Each safety representative will be identified by the International Safety Cross which will be affixed to his safety helmet.
 - (xi) Safety meetings shall be held each Wednesday at 10.00 a.m. on site, the venue to be arranged prior to the first meeting.
 - (xii) There will not be any deduction of wages for time spent on safety matters by the safety representatives when the time so spent has been authorised by his employer.

Safety disputes settlement procedure

- (b) (i) The provisions of this clause shall apply in addition to those matters set out elsewhere in this order.
 - (ii) It is the intention of this clause to eliminate disputes likely to cause stoppages of work and loss of earnings.
 - (iii) Where a safety grievance or an immediate danger arises employees shall, if necessary, be removed from that work area without deduction of wages until such time as the safety matter is resolved.

- (iv) Where work in an area is stopped, or the grievance, is of an immediate danger, the following shall apply:
 - (1) The Management of the employees concerned, the safety representative with that employer in that area, and a KJR safety officer, shall meet and inspect the work areas to ascertain a resolution to the safety problem.
 - (2) If the safety problem is not resolved, the construction safety branch inspector and the appropriate official of the union or unions concerned shall be advised accordingly.

13 - CHRISTMAS LEAVE AND TRAVEL

Employees who qualify for the provision of clause 8 of this Appendix hereof may return to their home or to Perth or to any other place at Christmas:

- (a) By availing himself of the entitlement to leave and travelling within ten weeks after the date upon which it became due; or
- (b) By availing himself of leave and travelling in advance but, if by service subsequent to the taking of leave an entitlement to leave and travelling does not accrue, any payment of ordinary pay for the period of leave and the cost of air fares shall be refunded to the employer unless the services of the employee are terminated by the employer through no fault of that employee. For the purposes of this provision, the employer may deduct any amount to be refunded from any monies otherwise due to the employee under this contract of employment.

APPENDIX B

NEW SOUTH WALES

1 - INCIDENCE APPLICATION AND SCOPE

This Appendix shall apply to members of The Federated Engine Drivers' and Firemen's Association of Australasia, employed by respondent employers to the Mobile Crane Hiring Award, 1988 as amended or any roping-in award made with respect to that award, who perform work within the scope of the award in the State of New South Wales.

The provisions of the Mobile Crane Hiring Award, 1988, as amended, shall apply to such work unless any such provisions are inconsistent with the provisions of this Appendix, in which case, the provisions of the Appendix shall prevail.

Provided that this Appendix shall not apply on a site on which another agreement or award has been negotiated to apply to all employees on the site and which the client expects the employer parties hereto to observe.

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 Australian Industrial Relations Commission for determination.

2 - WAGE RATES

(a) Operator of Mobile Crane with a maximum lifting capacity of:

				Weekly Rate \$
		(ii)	Up to 20 tonnes Over 20 tonnes and up to 40 tonnes Over 40 tonnes and up to 80 tonnes Over 80 tonnes and up to 508.70 Thereafter for each additional 20 tonnes lifting capacity an additional \$10.00 per week is applicable.	470.60 483.50 496.10 100 tonnes
(]	b)	Dogman		470.60
(c)	Dogman/Rigger		496.10

3 - INDUSTRY ALLOWANCE

The above rates include an industry allowance of \$15.20 per week in substitution for industry allowance.

4 - FARES AND TRAVELLING ALLOWANCE

- (a) All employees shall be paid an allowance of \$9.80 per day worked as a flat payment in compensation for excess fares incurred.
- (b) All employees shall be paid a travel pattern loading of 6.29 per day worked as a flat rate payment to compensate employees for excess travelling incurred in the mobile crane hiring industry.
- (c) Such allowances shall also be paid where an employee is absent on paid sick leave, workers' compensation or on a public holiday.

Apart from occasions where an employee may be absent on paid sick leave, workers' compensation or on a public holiday, payment of the allowance prescribed in subclause (a) and (b) hereof of this Appendix shall be subject to an employee starting and finishing work at or before the usual starting time in accordance with the reasonable requirements of his employer and the client in the circumstances of normal practice observed in the mobile crane hire industry.

5 - SPECIAL ALLOWANCES

Demolition allowance

(a) An allowance of \$1.13 per hour shall be paid for all time engaged on the demolition of buildings or structures.

Dual Lift allowance

- (b) Where employees are required to carry out dual lifts, an allowance of 68 cents per lift shall be paid with a minimum of \$1.37 on any day.
- (c) These allowances will be paid as described in the National Building and Construction (FEDFA) Industry Award $1987^{(5)}$. The respective rates shall be 35 cents per hour and \$6.60 per meal.

6 - MISCELLANEOUS

First aid training

(a) Each employee shall be allowed time off without loss of ordinary pay for up to two days for the purpose of instruction in first aid by the St. John's Ambulance or other like body recognised as an authority in first aid training.

Such leave will be granted on request provided it is taken at a mutually convenient time arranged between the employee and the employer.

The employee shall provide his employer with proof of attendance at such first aid training for the duration of the period of leave.

Eye protection

- (b) (i) On production of appropriate receipts or accounts, employees shall be entitled to an amount of \$30.00 to be paid by the employer towards the costs of eye protection, against glare encountered in the course of the operation of mobile cranes.
 - (ii) Each employee shall be entitled to make only one such claim.

Uniforms and footwear

(c) Where the employer requires employees to wear uniforms, the employer shall provide two sets of such uniforms, free of charge to the employee.

⁽¹⁾ Print G8982 [N064]

The company will supply all employees with O.C. International or comparable sand shoes or safety boots which will be replaced on a fair wear and tear basis, provided they are produced to the employer as evidence.

Clothing

(d) The company will supply, free of charge: two track suits, or two pairs of overalls; or two sets of long pants and shirts; or any combination of two of these items; and one Tasmanian Bluey Jacket; by no later than 1 May of each year.

The company will also supply, two T-Shirts; and two pairs of shorts by no later than 1 October of each year.

The above standard will take precedence over site agreements in relation to the same benefit.

7 - SAFETY

The undersigned company will observe all statutory requirements in respect of health and safety.

8 - UNION MEETINGS

One delegate per crane yard will be entitled to attend four paid meetings per annum, when required, of up to three hours' duration at the company's expense.

The union will give one week's notice prior to the meetings. The meeting will be held at 12.30 p.m. and the company will allow delegates time to get to the meeting. Proof of attendance at the meeting will be required to be supplied by the union.

SCHEDULE OF RESPONDENTS

New South Wales

ABC Cranes, 1581 Botany Road, Botany, NSW, 2019 Abscaff Rigging, 91 Abercrombie St, Chippendale, NSW, 2008 Action Crane Hire, 12 Homedale Ave, Bankstown, NSW, 2200 Action Recovery Services, 12 Homedale Ave, Bankstown, NSW, Action Recovery Services Pty Ltd, 12 Homdale Avenue, Bankstown, NSW, 2200 Adair Crane Services, 20 Tattersall Road, Blacktown, NSW, 2148 Albury Crane Hire, P/1, 506a Young St, Albury, NSW, 2640 Alco Cranes, 114 Oxford Street, Smithfield, NSW, 2164 All Purpose Cranes, 40 Trobriand Crescent, Glenfield, NSW, 2167 Allfab Mobile Cranes, Pty Ltd, Shellharbour Road, Kemblawarra, NSW, 2505 Apex Mobile Cranes/General Cranes, 145 Wood Park Road, Smithfield, NSW, 2164 Bains Cranes, 22 Bogon Avenue, Baulkham Hills, NSW, 2153 Bananacoast Cranes, Gaudrons Road, Monee Beach, NSW, 2450 Baradom Pty Ltd, Bennelong Road, Homebush, NSW, 2140 Barry & Heasman Crane, 36 Coronation Road, Baulkham Hills, NSW, 2153 Baulkham Hills Crane Hire, Chapel Lane, Baulkham Hills, NSW, 2153 Bell's Contracting Services, 359 Great Western Hwy, Springwood, NSW, 2777 Bells Contracting Services, 359 Great Western Highway, Springwood, NSW, 2777 Bennett Industries, 70 Carrington street, Lismore, NSW, 2480 Bill Wood Cranes, 2 Chestnut Avenue, Sandy Beach, NSW, 2456 Botany Cranes & Forklift Services Pty Ltd, 1581 Botany Road, Botany, NSW, 2019 Bowers Crane Service, Hambledon Hill Road, Singleton, NSW, 2330 Bradstreets Crane Hire, 75 Sheppard Street, Hume, NSW, 2601 Brambles Australia, 73-79 Mount Street, North Sydney, NSW, 2060 Brilly Cranes, 37 The Causeway, South Strathfield, NSW, 2135 Brooks Bros, Muffett St, Scone, NSW, 2337 Brunswick Crane Hire, Pacific Highway, Tyagarah, NSW, 2481 Butler, 46 Meta Street, caringbah, NSW, 2229 Cal Hire Pty Ltd, Karoonda Close, Rathmines, NSW, 2250 Camtrac Pty Ltd, Macquarie Grove Road, Camden, NSW, 2570 Camtrac Pty Ltd, Lackey Road, Mossvale, NSW, 2577 Canberra Cranes & Forklift Services, 36 Barrier Street, Fyshwick, ACT, 2609 Central Coast Cranes, Pty Ltd, 11 Dell Road, Gosford West, NSW, 2250 Chapman Cranes, 78 Parramatta Road, Lidcombe, NSW, 2141 Citiwide Cranes Pty Ltd, 58 Chadderton St, Lansvale, NSW, 2166 City Window Cleaning, 3 Callan Street, Mitchell, ACT, 2911 Clearly Bros (bombo), 39 Five Islands Road, Port Kembla, NSW, 2505 Cleary Bros, Beach Road, Berry, NSW, 2535 Coleman Pty Ltd, 229 Rothery Road, Corrimal, NSW, 2158 Colla Bros, 100 Benerembah St, Griffith, NSW, 2680 Combined Crane Service, 14 Largs Avenue, Maitland, NSW, 2320 Compass Cranes, Park Road, Regents Park, NSW, 2143 Coopers Cranes, 37 Berry Street, Granville, NSW, 2142 Crane Quip, (John Sheridan), 37 Waipori Street, St Ives Chase, NSW, 2075 Cranequip Pty Ltd, 37 Waipori Street, St. Ives Chase, NSW, 2075 Davies Cranes, 3 Arnold Avenue, Kellyville, NSW, 2153 Davies, 3 Arnold Avenue, Kellyville, NSW, 2153 Davis Cranes, 22 Vardys Road, East Kingslangley, NSW, 2147 Davis Cranes, 78 Clarence Street, Merrylands, NSW, 2160 Dawson Cranes, 44 Links Road, St Marys, NSW, 2760 Dayal Singh Constructions, 338 Armidale Road, Tamworth, NSW, 2340 Dee Why Crane Service, 17 Dale Street, Brookvale, NSW, 2100 Dentcrane, Old Springhill Road, Port Kembla, NSW, 2505 Didovitch Cranes, 12 Warren Avenue, bankstown, NSW, 2250

Dowling Crane Service 17a Pacific Highway, Raymond Terrace, NSW, 2324 Engineering Crane Hire, Mount Street, Gundagai, NSW, 2722 Engineering Pty Ltd, Sandpiper Close, Kooragang Island, NSW, 2304 Equipment Hire, 112 Oueen Street, Grafton, NSW, 2460 Eveready Cranes , 94 Toongabbie Road, Toongabbie, NSW, 2146 Ferrcom Pty Ltd, 6 Harford Street, Penrith, NSW, 2750 Fisher Crane Hire, 2 Douglas Street, Narrandera, NSW, 2700 Freds Cranes, 152 Alfred Street, Chipping Norton, NSW, 2170 Gerry's Crane Rigging Service P/1, 10 Duff Road, Cecil Park, NSW, 2171 Gillespie Cranes, 83 Lilyfield Road, Lilyfield, NSW, 2040 Gillmarr Crane & Rigging Services, 83 Lilyfield Rd, Lilyfield, NSW, 2040 Glenrelle Services, 12 Moncrief Road, Laylor Park, NSW, 2147 Griffith Mobile Crane Hire, 26 Whybrow Street, Griffith, NSW, 2680 Guildford Towing & Transport, 170 Woodpark Road, Smithfield, NSW, 2164 Hand & Co Pty Ltd, Po Box 152, West Kempsey, NSW, 2440 Hanna & Edmed, 194 Byangum Road, Murwillumbah, NSW, 2484 Hastings Crane Hire, P.O. Box 236, Kempsey, NSW, 2440 Heavy-Lift, Hanger 271 Bankstown Airport, Bankstown, NSW, 2200 Ison & Sons, Princes Hwy, South Nowra, NSW, 2540 Jasen Fabrications, 5 Snow Street, South Lismore, NSW, 2480 Johnson & Morris, 116 Canterbury Road, Bankstown, NSW, 2200 Les-el Crane Hire P/1, 50 Oxford St, Smithfield, NSW, 2164 Macarthur District Cranes, 6 Lindley Ave, Macquarie Fields, NSW, 2564 Macksville Motor Wreckers - Crane Hire, 10 Tarrawonga Street, Macksville, NSW, 2447 Maitland Centre, 14 Largs Ave, Maitland, NSW, 2320 Masons Equipment Hire, 11 Riverside Road, South Grafton, NSW, 2461 Mia Crane Services, Leeton & Narrandera, Douglas Street, Narrandera, NSW, 2700 Mobile Crane Company, Pty Ltd, 17 Hargraves Place, Wetherill Park, NSW, 2164 Nina Holdings P/l, 22 Resevoir Road, Mt Pritchard, NSW, 2120 North Coast Cranes, Pacific Highway, Boambee, NSW, 2450 Peter Mckenzie, 11 Star Avenue, Goonellabah, NSW, 2480 Pickles, 234 North Street, Albury, NSW, 2640 Port Macquarie Cranes, P.o. Box 1054, Port Macquarie, NSW, 2444 R.f. Hand Pty Ltd, P.o. Box 152, West Kempsey, NSW, 2440 Riverina Crane & Towing, Moorong Street, Wagga, NSW, 2656 Santos Crane, Lot 251, 17th Avenue, Hoxton Park, NSW, 2171 Service P/l, 120 Station Road, Seven Hills, NSW, 2147 Sherrin Pty Ltd, 17 Princes Road, Auburn, NSW, 2144 Sherrin Pty Ltd, 19 Wallsend Road, Sandgate, NSW, 2304 Southern City Cranes, 46 Meta Street, Caringbah, NSW, 2229 Spindler Cranes, 14 Commercial Rd, Oakville, NSW, 2765 St. Marys Cranes, 10 Charles St, St. Marys, NSW, 2760 Strongs Cranes, 27 Skinner Street, Belinna, NSW, 2478 Structural Cranes Pty Ltd, Holland St, Wickham, NSW, 2293 Swares's Cranes, 9 Grasmere St, Guildford, NSW, 2161 Sydney Cranes, Park Rd, Regents Park, NSW, 2143 Tenalka Cranes, 16 Ferry Road, Sandgate, NSW, 2304 Tolo Cranes, 48 Olivett St, Glenbrook, NSW, 2773 WA Pickels NSW, 234 North Street, Albury, NSW, 2640 Wagga Mobile Crane P/l, 7 Pearson Street, Wagga, NSW, 2650Wagga Mobile Cranes, 7 Pearson Street, Wagga Wagga, NSW, 2650 Waters Cranes, 9 Dyer Cres, Gosford West, NSW, 2250 Wellington's Cranes, 12 Richmond Rd, Windsor, NSW, 2756 Wilson Mobile Cranes Pty Ltd, 10 Bessemer St, Blacktown, NSW, 2148 Wollongong Forkwork Pty Ltd, 17 Glastonbury Ave, Unanderra, NSW, 2526 Wyong Crane Services, 64 Wallarah Road, Gorokan, NSW, 2263 Yoogali Engineering Co, 26 Whybrow St, Griffith, NSW, 2680 Young Crane Hire & Welding Service, Boorowa Road, Young, NSW, 2594

Northern Territory

Brimco Crane Service, 34 Wingfield Road, Wingfield, NT, 5013

Oueensland

Action Travel Tower Hire, 24 Boyland Ave, Coopers Plains, Qld, 4108 Advanx Cherry Picker Hire, 27 Bunya Rd, Parkhurst, Rockhampton, Qld, 4700 Aitken Transport P/1, PO Box 12, Fortitude Valley, Qld, 4006 Apex Cranes, 113 Kenny St, Portsmith, Qld, 4870 Arabs Crane Hire, Distillery Road, Beenleigh, Qld, 4207 Austin Mobile Crane Hire, Park Street, North Rockhampton, Qld, 4700 Austin's Mobile Crane, Park St, North Rockhampton, Qld, 4701 Barkly Welders, 37-39 Commercial Rd, Sunset, Mt Isa, Qld, 4825 Bayview Crane Hire, 3 Peridot St, Bayview Heights, Qld, 4868 Beerwah Crane Hire, Peachester Road, Beerwah, Qld, 4519 Bellingham & Co, 69 Fitzroy St, Warwick, Qld, 4370 Bellingham & Co, 69 Fitzroy Street, Warwick, Qld, 4370 Birch Crane Hire, 54 Satellite Crescent, Outer Harbour, Mackay, Qld, 4740 Blackwater Travel Tower Crane And Dozer Hire, Karri St, Blackwater, Qld, 4717 Bolmak Pty Ltd, 20 Enterprise Rd, Mount Isa, Qld, 4825 Bowden & Stagg, Loudoun Rd, Dalby, Qld, 4405 Brambles Industrial Service, Po Box 192, Clayfield, Qld, 4011 Branridge Pty Ltd, 192 Churchill St, Childers, Qld, 4660 Brisbane & Gold Coast T.a.c. Hire Services, Balham Rd, Rocklea, Qld, 4106 Brisbane Tower Hire, 13 Franklin Rd, Rocklea, Old, 4106 Buchanan Transport Pty Ltd, 50 Dalrymple St, Bowen, Qld, 4805 Bundaberg Crane Hire, 64 Baker Street, Bundaberg, Qld, 4670 Burpengary Crane Hire, 67 Osborne Terrace, Deception Bay, Qld, 4508 Busiko & Co Crane Hire, 98 Wyndham St, Roma, Qld, 4455 C.Q. Crane Hire, 97 Kent St, Rockhampton, Qld, 4700 Caboolture Crane Hire, Semple Lane, Caboolture, Qld, 4510 Caboolture Welding Works, 3 East Street, Caboolture, Qld, 4510 Capable Crane Hire, (Capalaba), 1 Weldon St, Birkdale, Qld, 4159 Capacity Cranes, Benaraby Road, South Gladstone, Qld, 4680 Carpenter & Co Pty Ld Po Box 9, Brisbane Airport, Qld, 4007 Centenary Access Equipment Hire, 47 Station Ave, Darra, Qld, Centenary Hire & Sale 47 Station Avenue, Darra, Qld, 4076 Central Queensland Crane Hire, 97 Kent Street, Rockhampton, Qld, 4700 Cherry Picker Hire, 111 The Esplanade, Golden Beach Caloundra, Qld, 4551 City Hire Service, 12 Herston Rd, Kelvin Grove, Qld, 4059 City-wide Travel Tower Hire, 24 Sovereign Ave, Bray Park, Qld, 4500 Claude Neon Ltd, 769 Kingsford Smith Drive, Eagle Farm, Qld, 4007 Cobra Crane Hire, 34 Hoad St, Earlville, Qld, 4870 Col Barr Engineering, 13 Muriel St, Redland Bay, Qld, 4165 Condamine Concrete Products Pty Ltd, Cnr. McEvoy & McDougall Streets, Warwick, Old, 4370 Crane Hire & Rigging Services, 61 Mckenney Street, Mackay, Qld, 4740 Crane Hire, Lochlarney St, Beenleigh, Qld, 4207 Crane Hire, 222 Kloske Rd, Burbank, Qld, 4156 Crane Hire, 75 Radley St, Virginia, Qld, 4014 Crane Hire, Karara Road, Cambooya, Qld, 4358 Crane Services, Lagoons Treet, Goondiwindi, Qld, 4390 Davies Enterprises Pty Ltd, 43 Colebard St, West Archerfield, Qld, 4108 Dick Sugden Cranes, 21 Prescott St, Toowoomba, Qld, 4350 Doyle's Crane Hire, 30 Wickham Street, Gympie, Qld, 4570 Eagle Crane Hire, 4 Kerrabee St, Nerang, Qld, 4211

Eagle Crane Hire, 4 Kerrabee Street, Nerang, Qld, 4211 Emerald Carrying Co, Daniels Street, Emerald, Qld, 4720 Emerald Crane Hire, 60 Robert Street, Emerald, Qld, 4720 Far North Crane Hire, 63 Aumulier Street, Portsmouth, Old, 4870 Fowler Crane Hire, 15 Penda Ave, Gladstone, Qld, 4680 Fox Industrial Services Crane Hire, 3 Cooney St, Ipswich, Qld, 4305 Franjan Travel Towers, 51 Wellington Rd, Wooloowin, Qld, 4030 Gatton Crane Hire, 41 Smith Street, Gatton, Qld, 4343 General Rigging, 30 Wheelers Crescent, Currumbin, Qld, 4223 Gladstone Capacity Cranes, Toolooa Industrial Estate, Benaraby Rd, South Gladstone, Qld, 4680 Goldsworthy Crane Hire, 7 Palm Ave, Paramatta Park, Qld, 4870 Grahams Crane Hire, 61 National Park Rd, Nambour, Qld, 4560 Gympie Crane Hire, Topkins Road, Gympie, Qld, 4570 Hertricks Crane Hire, 136 Chum St, Dinmore, Qld, 4303 Hickmotts Crane Service, Bruce Highway, Bowen, Qld, 4805 Hinspeter & Sons, PO Box 5280 MSO, Townsville, Qld, 4810 Holt's Cranes & Transport, Carrington Road, Toowoomba, Qld, 4350 Howard Crane Hire Pty Ltd, Braham St, Middlemount, Qld, 4746 Howard, Centenary Road, South Middlemount, Qld, 4746 Hughes Cranes & Earthmoving, Shute Harbour Road, Cannon Valley, Qld, 4802 Hughs Cranes & Earth Moving, Shute Harbour Road, Cannon Valley, Qld, 4802 Hydraulics Pty Ltd, 28 Randall St, Slacks Creek, Qld, 4127 International Rigging (Aust) Pty Ltd, 22 Sinnamon Rd, Jindalee, Qld, 4074 International Rigging (Aust) Pty Ltd, P.O. Box 203, Kenmore, Qld, 4069 Ipswich Crane Hire, 3 Cooney St, Ipswich, Qld, 4305 Jack Hams Engineering, Haly Street, Wondai, Qld, 4606 Jag Access Hire, Cnr. Pumicestone Road & Sample Lane Caboolture, Qld, 4510 Jones, 35 Beach Rd, Sarina, Qld, 4737 Keith Skinner Crane Hire, Chamberlain Rd, Burua, Calliope, Qld, 4680 Keoghan's Crane Service, 15 Ryan Rd, Ryan, Qld, 4810 King & Cherry Picker, 19 Granados Street, Kirwan, Qld, 4817 Kingston Crane Hire, 3539 Pacific Highway, Slacks Creek, Qld, 4127 Lee Crane Hire, 30 Archer St, Biloela, Qld, 4715 Lewis Rigging Service 94 Yolanda Drive, Townsville, Old, 4810 Lift-Hire Crane Service, 80 Araluen St, Kedron, Qld, 4031 Lindores Cranes & Rigging, 170 Belwood St, Darra, Qld, 4076 Logan Crane Hire, 12 Paxton Rd, Springwood, Qld, 4127 Lou's Crane Hire & Plant Hire, 50 James St, Yeppoon, Qld, 4703 Mackay Demolitions Mobile Cherry Picker Hire, 66 Mckenny St, Mackay, Qld, 4740 Mackay's Crane Hire, Wadell St, Gympie, Qld, 4570 Macs V.G. Carriers (Crane Hire), 7 Hanson Rd, Gladstone, Qld, 4680 Manders Holdings P/l, PO Box 501, Ipswich, Qld, 4305 Marine Contracting Pty Ltd, 22 Wright St, Balmoral, Qld, 4171 Marlin Coast Crane Hire, 50 Arnold St, Stratford, Qld, 4872 Maroochy Crane Hire, Service St, Maroochydore, Qld, 4566 Marr Contracting (Qld) Pty Ltd, PO Box 36, Cannon Hill, Qld, 4170 Maryborough Crane Hire, 77 Morning Street, Maryborough, Qld, 4650 Matherson Crane Hire, 36 Aerodrome Rd, Gladstone, Qld, 4680 Melco Machinery Hire, Cnr Condamine & Alderley Sts, Toowoomba, Qld, 4350 Millers Crane Hire, 7 Sam Street, Gladstone, Qld, 4680 Milletts Mobile Crane & Forklift Hire Pty Ltd, 152 Russell St, Edge Hill, Cairns, Qld, 4870 Moffitt Cranes, 63 Goondoola Rd, Redbank Plains, Qld, 4301 Monaghan's Crane Hire, 29 The Esplanade, Gladstone, Qld, 4680 Monty's Cranes Pty Ltd, 36 Queensland Rd, Darra, Qld, 4076

Morrow Access Hire, 6 William St, Portsmith, Qld, 4870

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Morrow Sales, 6 William St, Portsmouth, Qld, 4870
Mt. Morgan Truck & Crane Services, 27 Gordon St, Mt. Morgan, Qld, 4714
Mullan Mobile Eng., 26 Carbine Ave, Mount Isa, Qld, 4825
Mullan Mobile Eng., 1a Ryan Road, Mount Isa, Qld, 4825
Nambour Crane Hire, 246 Main Road, Marroochydore, Old, 4558
Noosa Eng. & Crane Hire Pty Ltd, 9 Leo Alley Rd, Noosaville, Qld, 4566
Northcoast Travel Tower Hire, Black Mountain Rd, Cooroy, Qld, 4563
Northern Crane Hire, 6 Kingsford St, Mooroobool, Qld, 4870
Nutley, 29 Jodrell Street, Innisfail, Qld, 4860
O'Boyle Crane Hire, Pty Ltd, 229 Freeman Rd, Inala, Qld, 4077
Oakey Crane Hire, Carrington Rd, Toowoomba, Qld, 4350
Pearce Crane Hire, Po Box 127, Pittsworth, Qld, 4356
Podevin Crane Hire, C/- Podevin Development Co Pty Ltd,
6 Eva Street, Caloundra, Qld, 4551
R.P.C., 130 Cobalt St, Carole Park, Qld, 4300
Rainbow Crane Hire, 28 Till St, Westcourt, Qld, 4870
Redcliffe Crane Hire Pty Ltd, 102 Anzac Ave, Redcliffe, Qld, 4020
Rigging Pty Ltd, Suite 12 Maroochy House, Horton Pde Maroochydore, Qld, 4558
Rocklea Carrying Co, 56 Orange Grove Road, Coopers Plains, Qld, 4108
S.E.C.A. Pty Ltd, Cnr Neon & Boran Streets, Sumner Park, Qld, 4074
Sharpe Contractors, Spencer St, Gatton, Qld, 4343
Sharpe Transport P/l, 145 Spencer Street, Gatton, Qld, 4343
Sherrin Pty Ltd, Roland Street, Slacks Creek, Qld, 4127
Simon Carves Aust., Elect. Construction, Wrights Building, Barclay H'way,
Mount Isa, Qld, 4825
Ski-hi Work Platforms, 36 Clare St, Paramatta Park, Old, 4870
Smiley's Crane Hire, 47 Vernon Rd, Nundah, Qld, 4012
Smith, Boundary Road, Mackay, Qld, 4740
Smithy's Crane Hire, Boundary Rd, Mackay, Qld, 4740
Snows Crane Hire, Cnr Mortensen Rd And Pacific H'way, Nerang, Qld, 4211
Snows Engineering & Crane Hire, PO Box 236, Beaudesert, Qld, 4285
Solari & Son Steel, Townsville Road, Ingham, Qld, 4850
Southport Travel Tower, 316 Brisbane Rd, Labrador, Qld, 4215
Stallin's Crane Hire, 28 Costin St, Mareeba, Qld, 4880
Steelcon North West, Pty Ltd, 147 West St, Mount Isa, Qld, 4825
Stewart & Son Steel, 11 Production Street, Bundaberg, Qld, 4670
Storey Stell, Volney Court, Southport, Qld, 4215
Sunshine Coast Crane Hire, Lynne St, Caloundra, Qld, 4551
Swift Eng. Mobile Cranes, Boundary Rd, Mackay, Qld, 4740
T.A.C. Hire Services, Balham Rd, Rocklea, Qld, 4106
Tableland Japanese Spares Crane Hire, Albrecht Rd, Tolga, Atherton, Qld, 4882
Talon International Pty Ltd, 52 Lysaght St, Acacia Ridge, Qld, 4110
Theiss Watkins White Management Pty Ltd, 200 Mary Street, Brisbane, Qld, 4000
Tom Cheshire Elevating Platform Hire, 21 Stanton St, Belgian Gardens,
Townsville, Qld, 4810
Transfield Qld Pty Ltd, 153 West Street, Mount Isa, Qld, 4825
Travel Tower Services N.Q., 272a Ross River Rd, Aitkenvale, Qld, 4814
Turner Pty Ltd, 2 Mining St, Bundamba, Qld, 4304
United Cranes & Rigging, 107 Fison Ave, Eagle Farm, Qld, 4007
Valenjax Crane Hire & Engineering Services, 35 Clements Street, Mackay, Qld,
Valenjax Crane Hire & Eng. Services, 39 Mengel St, East Mackay, Qld, 4740
Vic Mabin & Co Crane Hire, Gregory Highway, Emerald, Qld, 4720
Walter Wright (Qld), PO Box 995, Mackay, Qld, 4740
Wide Bay Crane Hire, 5 Whittred St, Bundaberg, Qld, 4670
Y-t's Crane Hire, 4 Olive St, Manoora, Qld, 4870
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Yeppoon Crane Hire, 7 Charles St, Yeppoon, Qld, 4703 Ypinazar & Co Crane Hire, 17 Irving St, Ayr, Qld, 4807 Ypinazar & Co, 17 Irving Street, Ayr, Qld, 4807

South Australia

Piber Pty Ltd, 26 Wingfield Road, Wingfield, S.A., 5013 S.E.S. Crane Hire Pty Ltd, 611 Churchhill Road, Dry Creek, S.A., 5094 Sherrin Pty Ltd, P.o. Box 146, Para Hills, S.A., 5096 Days Plant Hire Pty Ltd, 39 Ragland Ave, Edwardstown, S.A, 5039 James Contract Supplies Pty Ltd, 70-78 Francis St, Wingfield, S.A, 5013 Tiger Cranes Pty Ltd, Po Box 570, Morphettvale, S.A, 5162 Prince Mobile Cranes, 231 Jubilee Highway West, Mt Gambier, SA, 5290

Victoria

Bay City Mobile, Cranes, 24 Denmon Street, East Geelong, Vic., 3219 Contract Fabrication & Construction Engineering P/l, 75 Triholm Street, Laverton, Vic., 3028 E And H Crane Hire, 7 Rivette Street, Scoresby, Vic., 3179 Hamilton Tree Surgons, 148 North Boundary Road, Hamilton, Vic., 3300 Ken Hill Cranes Of Wangaratta, 82 Greta Road, Wangaratta, Vic., 3678 McCabe, 36 Orr Street, Yarrawonga, Vic., 3730 Portland Mobile Crane (Prince Engineering), Port Arllington Road, Moolap, Vic., 3221 A.K.Z. Crane Hire, Latrobe Rd, Morwell, Vic, 3940 A.J. Plum, 125 Mckellar Street, Benalla, Vic, 3672 A-line Crane Trucks, 84 Canning Street, Avondale Heights, Vic, 3034 AAA Statewide Contracting, 289 Jells Road, Wheelers Hill, Vic, 3150 AAA Victoria Crane, Trucks, 289 Jells Road, Wheelers Hill, Vic, 3150 Accurate Signs P/l, 188 Day Street, Port Melbourne, Vic, 3207 Ace Tower Hire, Old Hereford Road, Mt Evelyn, Vic, 3796 Active Cranes, 15 Clydesdale Street, Box Hill, Vic, 3128 Adrian Evans, Trading As Belmont Cranes, 18 Darambal Cres, Leopold, Vic, 3224 Alexandra Crane Hire, Rmb 4040, Alexandra, Vic, 3714 All Lift, 19 Donnel St, East Rosanna, Vic, 3084 Allover Crane Hire, 6 Aumann Drive, Templestowe, Vic, 3106 Alpine Tower Hire P/l, 4 Keawarra Drive, Heathmonth, Vic, 3135 Alpine Tower Hire P/l, 13-17 Grove St, Vermont, Vic, 3183 Anchor Mobile Cranes, 37 Potter Street, Black Rock, Vic, 3193 Anderson, Andersons Rd, Barrabool, Vic, 3220 Anglesea Mobile Cranes P/l, Sandra Ave, Morlane, Vic, 3214 Anvil Eng. & Crane Hire, 300 Mahoneys Rd, Thomastown, Vic, 3074 Anvil Engineering & Crane Hire, 300 Mahoneys Rd, Thomastown, Vic, 3074 Ascom P/l, Cnr Wellington & Mantilla Rds, Clayton, Vic, 3168 Assco, 15 City Road, South Melbourne, Vic, 3000 ATC Travel Towers, 42 St Kinnord Street, Essendon, Vic, 3040 B & G Equipment Hire, 74 Church Street, Wodonga, Vic, 3690 B. Carpenter, Pendlebury St, Alexandria, Vic, 3714 B.T. Crane Hire, Round Tower Road, Dandenong, Vic, 3175 Ballantyne Crane Service, 80 Waterban Rd, Ballarat, Vic, 3350 Ballarat Crane Service, 317 Skipton Street, Ballarat, Vic, 3350 Ballarat Lifting Service, 821A Howitt St, Ballarat, Vic, 3350 Barry James Mobile Cranes, 490 Blackshaws Road, Altona, Vic, 3025 Barry Schoder, Proprietor, 30 Thunder St, Bendigo, Vic, 3305 Bartel Tower Hire, 44 Sans Souci Drive, Wodonga, Vic, 3690 Bartells, Kangaroo Flat, Vic, 3555

Schedule of respondents

Bayswater Crane Trucks, 33 Anderson Street, Ferntree Gully, Vic, 3156 Bellfield Mobile Crane, 9 Salisbury St, Sunshine, Vic, 3020 Bellfield Mobile Crane P/l, 40 Swanston St, Preston, Vic, 3072 Benson & Morgan, Heart Rd, Sale, Vic, 3850 Berkley Cleaning, 76 Nicholson St, Abbotsford, Vic, 3067 Better Built Crane Hire, 120 Canterbury Rd, Bayswater, Vic, 3153 Bettiol Crane Hire, 4 The Concord, Bundoora, Vic, 3083 Bill Kerry Machinery Transport, 111 North Street, Glenroy, Vic, 3946 Black & Sons, 9 Wilson St, Colac, Vic, 3250 Black Crane Hire, 1 Dunbar Avenue, Cranbourne, Vic, 3977 Blacks Crane Hire, 9 Wilson St, Colac, Vic, 3250 Bottomley, English St, Seville, Vic, 3139 Bromac Tower Hire, 2 Moonah Rd, Wantirna South, Vic, 3152 Buckle & Son, 125 Ormond Road, Geelong East, Vic, 3219 Cains, 21 Mitchell Rd, Lilydale, Vic, 3140 Cains, P.O. Box 214, Lilydale, Vic, 3140 Cairns, P.O. Box, Harcourt, Vic, 3453 Calder Mobile Cranes, 13 Market St, Kyneton, Vic, 3444 Carpenter & Warne, C/- 9 Peterkin St, Alexandra, Vic, 3714 Carter Crane Hire, 92 Mcmahon Road, Reservoir, Vic, 3073 Carty's Travel Tower, Pollocksford Rd, Gnarwarre, Vic, 3221 Carty's Travel Tower Hire, Railway Siding, South Geelong, Vic, 3220 Cawley Crane Service P/l, Cnr Beavers Rd & Leinster Grove, Northcote, Vic, 3070 Charter Cranes, 14 Walbundry Ave, Frankston, Vic, 3199 Cherry Picker, Cobar Place, St Albans, Vic, 3021 Clarke Mobile Crane, P/1, 167-173 Normanby Rd, South Melbourne, Vic, 3205 Clayton Mobile Cranes P/l, Cnr Princes Hwy & Renver Rd, North Clayton, Vic, Conmor Crane Hire, 6 Jappaddy St, Mordialloc, Vic, 3195 Contract Fabrication, & Construction Engineering, 75 Triholm Street, Laverton, Vic, 3028 Contractors, 3 Callender Ave, Wangaratta, Vic, 3677 Conway Printers, Engineers, 9 Downward Street, Braeside, Vic, 3195 Crane Trucks, 56 Chiltern St, Broadmeadows, Vic, 3047 Crane-Lift Australia, 35 Union Road, Dandenong, Vic, 3175 Currie & Co, 248 Burwood Rd, Hawthorn, Vic, 3121 Curtis Crane Hire, 192 Lower Dandenong Rd, Mordialloc, Vic, 3195 Dalton Metals, Palmerston Road, Ringwood, Vic, 3134 Dandenong Travel Tower, 13 Visart St, Dandenong, Vic, 3175 Dasma Travel Tower, Tramsway Road, Morwell, Vic, 3840 Diamond Valley Crane Hire, 19 Pymm Ave, Eltham, Vic, 3095 Dick Buyel Electrics, Pensylvania Ave, Batesford, Vic, 3221 Doodys Mobile Cranes, RSD 1234, Portland, Vic, 3305 Doug Lees Construction & Joinery, 8 Sussex Crt, Grovedale, Vic, 3216 Dowling & Sons P/l, Oxford St, Collingwood, Vic, 3066 Dyers Transport P/l, Cnr Renver Rd & Princes Hwy, North Clayton, Vic, 3168 Eastern Crane Hire, 41 Chatsworth Quadrant, Low Templestowe, Vic, 3107 Eastern Suburb Travel Hire, 1 Musk St, Blackburn, Vic, 3130 Eastside Crane Hire, 50 Clarke Street, Portalington, Vic, 3223 Economy Cranes & Travel Towers, Oxley Flats Road, Milawa, Vic, 3678 Egans Plant Hire, Red Cliff St, South Kensington, Vic, 3031 Electric Motor Technicians, 9 Brex Crescent, Reservoir, Vic, 3073 Elliot Bros. Traders, 304 Melbourne Road, Geelong North, Vic, 3215 Elliott P/l, Melbourne Road, North Geelong, Vic, 3215

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Schedule of respondents - contd

Endeavour Metals (Cranes), Pearse Street, Warragul, Vic, 3820 Eniry & AR & EN Oates, 11 Nandina Court, Bendigo, Vic, 3550 Ermes Crane Hire Pty, 41 Condover St, West Geelong, Vic, 3218 Essendon Crane Hire, 21 Louis St, Airport West, Vic, 3042 Ezey Climb Tower Hire, 19 Rathmullen Road, Boronia, Vic, 3155 Fairburn & Co, Mobile Crane Hire, 6 Apsley Place, Seaford, Vic, 3198 Fifer's Crane Truck Hire, 21 The Concord, Bundoora, Vic, 3083 Footscray Mobile Cranes & Transport P/l, Lot 1, Cherry Lane, Brooklyn, Vic, 3205 Frankston Mobile Cranes, 37 Fleetwood Cres, Frankston, Vic, 3199 G.E.C. Contractors, 3 Callender Avenue, Wangaratta, Vic, 3677 Garner & Wheeler Crane Hiring, 10 Beach St, Nunawading, Vic, 3131 Geelong Installations, Rodney Rd, North Geelong, Vic, 3215 General Contractors Plant Hire P/l, Cnr Wellington & Garden Rd, Clayton, Vic, 3168 General Contractors Plant Hire P/l, Cnr Wellington & Garden Rd, Clayton, Vic, 3166 Goyen Cranes, 15 Edington St, Warrnambool, Vic, 3280 H & D Crane Truck, Ingot Road, Diggers Rest, Vic, 3427 H & R Rigging, 8 Wimmena Avenue, Manifold Heights, Geelong, Vic, 3220 Hamilton Tree Surgons, 148 North Boundary Road, Hamilton, Vic, 3300 Harrison, 48 Drouin Rd, Longwarry, Vic, 3816 Hayward Travel Tower Hire, RMB 1970 Smiths Rd, Lethbridge, Vic, 3332 Heidelberg Tower Hire Service, 432 Waterdale Road, Heidelberg, Vic, 3084 Hi Tower Hire, 4 Hampden Rd, Armadale, Vic, 3143 Hickmans Mobile Platform Hire, Edwards Rd, Maiden Gully, Vic, 3551 Higgins & Co, 170 Sydney Rd, West Brunswick, Vic, 3055 Highland Crane Hire, Princes Hwy, Morwell, Vic, 3840 Highrig Crane Hire, 5 Ivanhoe Court, Thomastown, Vic, 3074 Hill Crane Hire, 82 Gredt, Rd, Wangaratta, Vic, 3677 Hills Cranes, 82 Greta Road, Wangaratta, Vic, 3677 Holt Cartage Conts & Cranes, 30 McIvor Rd, Bendigo, Vic, 3550 Holts Crane, Abel Street, Bendigo, Vic, 3550 Huntingdale Mobile Cranes P/l, 10 Margaret Street, Huntingdale, Vic, 3166 Hy-lo Truck Cranes, 38 Greenaway St, Bulleen, Vic, 3105 Ian Taylor Constructions P/l, 1 Burton Court, Bayswater, Vic, 3153 Independent Crane Hire, Factory 7 61 Horne Street, Campbellfield, Vic, 3061 Irving Brian, 81 Hope Street, Spotswood, Vic, 3015 Irving, 97 High St, Newport, Vic, 3015 Irving, 81 Hope Street, Spotswood, Vic, 3015 Ivan McNeill & Co P/l, 17 Werril St, Swan Hill, Vic, 3585 J.B.V. Contractors, 66 Old Warburton Rd, Seville, Vic, 3139 James Crane Hire, 317 Skipton St, Ballarat, Vic, 3350 Jennings Mobile Cranes, 690 Springvale Rd, Mulgrave, Vic, 3170 Jet Cranes P/1, 54 Spry St, North Coburg, Vic, 3058 Jet Cranes, 330 Mahoneys Rd, Thomastown, Vic, 3074 Joe O'Grady Crane Truck Hire, 65 Brunel Road, Seaford, Vic, 3198 Johansson, Trading As Skylift Rentals, 37 Edols Street, North Geelong, Vic, 3215 Johnsway Crane Hire, Bay Road, Sandringham, Vic, 3191 Jones, 349 Hull Road, Mooroolbark, Vic, 3138 K S. Electrics, Finlay Rd, Carlton, Vic, 3053 K.S. Electrics, Finlay Rd, Carlton, Vic, 3053 Kanakis, 9 Coleridge Crt, Templestowe, Vic, 3106 Kaye Form, Cnr Bridge & Greenaway Streets, Bulleen, Vic, 3105 Ken Hill Cranes, 82 Greta Road, Wangaratta, Vic, 3677 Ken Hill Cranes, 82 Greta Road, Wangaratta, Vic, 3677

Knight, 107 Cruickshank Street, Port Melbourne, Vic, 3207

Knox Travel Tower Hire, 2 St Elmo Ave, Ferntree Gully, Vic, 3156 Knox, Lot 10, McMullen Rd, Officer, Vic, 3809 Kuzman Bros Construction, 26 McNabb Street, Berwick, Vic, 3806 Kyneton Crane Hire, 37 Donnithorne Street, Kyneton, Vic, 3444 Lilydale Tower Hire, 106 Cambridge Road, Mooroolbark, Vic, 3138 Mansfield Crane Hire, 35 Hunter Street, Mansfield, Vic, 3722 McCabe Crane Hire, 36 Orr St, Yarrawanga, Vic, 3730 McCabe Mobile Cranes, 36 Orr Street, Yarrawonga, Vic, 3730 McMasters Crane Hire, 114 Hertford Street, Sebastopol, Vic, 3356 Metcalf P/l, Travel Tower Hire, 16 Taylor St, Eltham, Vic, 3095 Metcalfe, 20 Henry St, Eltham, Vic, 3095 Mitchell Contractors, 964 Drummond Street, Carlton North, Vic, 3053 Monash Plant Hire, 750 Blackburn Road, Clayton North, Vic, 3169 Moorabbin Mobile Cranes, 42 MacBeth Street, Braeside, Vic, 3195 Mordialloc Cranes, Mills Road, Braeside, Vic, 3195 Mount Dandenong Crane Hire, 32 Hume Lane, Mount Dandenong, Vic, 3767 Murphy, 113 McCartin St, Leongatha, Vic, 3953 North Eastern Tower Hire, 12 Parfitt Road, Wangaratta, Vic, 3677 Pakenham Crane Trucks, Kirkham West Road, Keysborough, Vic, 3173 Panna Trucks & Crane Hire, 5 Garden Drive, Tullamarine, Vic, 3043 Peter Johansson, Skylift Rentals, 37 Edols St, Geelong North, Vic, 3215 PJD Services, 505 Maroondah Highway, Ringwood, Vic, 3134 Plunkett, 12 Kays Avenue, Hallam, Vic, 3803 Premier Crane Co, 1b White Hall Street, Footscray, Vic, 3011 R & D Services, 199 Moray Street, South Melbourne, Vic, 3205 Radford Transport, 208 Belgrave-Hallam Road, Hallam, Vic, 3803 Rangeview Tower Hire, 68 Percy Street, Mitcham, Vic, 3132 Reid P/l, 9 Maidstone St, Ringwood, Vic, 3134 Riddington & Webb, 6 Akuna Avenue, Tallangatta, Vic, 3700 Robbins, P.o. Box 392, Colac, Vic, 3250 Robertson & Co P/l, 85 Wilson St, Horsham, Vic, 3400 Rouchan Cranes, 821a Howitt St, Ballarat, Vic, 3350 Russell Mobile Crane, 10 Ophelia St, Ferntree Gully, Vic, 3156 Schultz Machinery, Hire & Services, Emily Street, Seymour, Vic, 3660 Selby Tower Hire, 4 Caroline Street, Selby, Vic, 3159 Sherrin Pty Ltd, Factory 2, Golf Avenue, Mordialloc, Vic, 3195 Sherrin Travel Tower Hire, Factory 2, Golf Avenue, Mordialloc, Vic, 3195 Snow Evans Cranes, 3 Swallow Crescent, Patterson Lakes, Vic, 3197 Sunshine Tower Hire, 64 Monash Street, Sunshine, Vic, 3020 Talon International, 27 Pickering Road, Glen Waverly, Vic, 3150 Total Travel Tower Service, 25 Batman Road, Eltham, Vic, 3095 Wangaratta Cranes, Roy Street, Wangaratta, Vic, 3677 West Lift Mobile Cranes, 4 Longfield Street, Stawell, Vic, 3380 Whelan Rentals, 221 Normanby Road, South Melbourne, Vic, 3205 Williamstown Crane Hire, MaCauley Street, Williamstown, Vic, 3016 Wilson Travel Tower Hire, 432 Waterdale Rd, Heidelberg West, Vic, 3081 Wodonga Crane Hire P/1, 22 South Street, Wodonga, Vic, 3690 Wood, Grubb Road, Wallington, Vic, 3221 Wood, 34 Crestmoor Drive, Highton, Vic, 3216 Wood, Brinsmeads Lane, Leopold, Vic, 3221 Wyndham Crane Hire, 39 Edgar Street, Werribee, Vic, 3030 Wyndham Crane Hire P/1, 39 Edgar St, Werribee, Vic, 3030 Yomara, 50 Matthews Road, Corio, Vic, 3214

Western Australia

Sherrin Pty Ltd, 1259 Main North Road, Tara Hills West, W.A., 6000
Northern Suburbs Crane Hire, 105 Garden Park Drive, Wannamal, W.A, 6065
Uniway Crane Hire, 27-31 Fairbrother St, Belmont, W.A, 6104
Advance Crane Hire, Lot 1, Stirling Crescent, Hazelmere, WA, 6055
Baulderstone Pty Ltd, 384 Portrush Road, Kensington, WA, 6151
Bellway Pty Ltd, 39 Abernethy Road, Belmont, WA, 6104
Galby Pty Ltd, Lot 188 Camboon Road, Malaga, WA, 6062
International Rigging (NT) Pty Ltd, PO Box 38627, Winnellie, WA, 5789
Midland Crane Service, 45 Elgee Road, Bellevue, WA, 6065
Tom's Crane & Plant Hire, Lot 273 Victoria Road, Malaga, WA, 6062
Toms Crane And Plant, Hire Co, 222 MacDonald Street, Joondanna, WA, 6714
Walter Wright (WA), Pty Ltd, Lambton Road, Karratha, WA, 6714
Wrights Crane Hire, Lot 1, Stirling Crescent, Hazelmere, WA, 6055

Tasmania

A.E Jack Pty Ltd PO Box 184, South Launceston, 7250
Brambles Transport and Plant Services, PO Box 580, Burnie, 7320
Chas Kelly Transport, 135 Wright St, East Devonport, 7310
Elliot Bros Pty Ltd, 44 Montpelier Retreat, Battery Point, 7000
Hazell Bros Cranes Pty Ltd, PO Box 169, Moonah, 7009
Johns Perry Hayward Divison Cranes and Construction, Hobart Rd, Breadalbane, 7250
Steel Mains Pty Ltd, P.O. Box 261, Moonah, 7009
Tasmanian Engineering Service Pty Ltd, P.O. Box 215, Somerset, 7322
The Australian Crane Co Pty Ltd, 385 Hobart Road, Young Town 7250

Industrial Relations Act 1988

MOBILE CRANE HIRING AWARD 1990

CORRIGENDUM

(to the photocopy version)

The award issued by Commissioner Grimshaw on 5 February $1991^{(1)}$ (C Nos 20510 and 20511 of 1990) is corrected as follows:

By deleting the code "M142 Con N Print J5378" appearing in the preamble and inserting "M142 Con N Print J5377".

Fiona Tucker for Industrial Registrar

8 February 1991

⁽¹⁾ Print J5377 [M0142]

^{**} end of text **