

Building Trades (Construction) Award 1987

1. - TITLE

This award shall be known as the "Building Trades (Construction) Award 1987", and shall replace Award No. 14A of 1975, as amended and the Building Trades (Construction) Award 1977, Nos. 24 of 1976 and 14 of 1975, as amended.

1B. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more is \$665.90 per week payable on and from the commencement of the first pay period on or after 1 July 2014.
- (3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- (4) Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- (5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.
- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the Minimum Conditions of Employment Act 1993.
- (7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- (8) Subject to this clause the minimum adult award wage shall –
 - (a) Apply to all work in ordinary hours.
 - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- (9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2014 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.
- (10) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than \$572.20 per week on and from the commencement of the first pay period on or after 1 July 2014.
- (b) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.
- (c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.
- (d) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

2. - ARRANGEMENT

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2A. - STATE WAGE PRINCIPLES - JUNE 1991

It is a term of this Award that the union undertakes for the duration of the Principles determined by the Commission in Court Session in Application No. 704 of 1991 not to pursue any extra claims award or over-award except when consistent with the State Wage Principles.

3. - SCOPE

This award shall apply:

- (1) to all employees usually employed on or employed as casual employees on construction work as defined in Clause 7. - Definitions of this award in any of the callings set out in Clause 8. - Rates of Pay of this award and who are employed in the building construction industry; and
- (2) to all apprentices usually employed on construction work as defined in Clause 7. - Definitions of this award and taken to any of the trades to which this award relates and who are employed in the building construction industry; and
- (3) without affecting the operation of subclauses (1) and (2) hereof, to all employees including apprentices usually employed on or employed as casual employees on construction work as defined in Clause 7. - Definitions of this award in any of the callings (except each and every builders' labourers classification) set out in Clause 8. - Rates of Pay of this award, who are employed in the construction industry (other than the building construction industry) and whose work if it had been performed on the 27th day of November 1989, was not covered by any other award of the Western Australian Industrial Relations Commission; and
- (4) to all employers employing those employees and/or apprentices; and
- (5) to all principal contractors and project managers referred to in Clause 30. - Amenities of this award for the purposes only of that clause.

4. - AREA

This award shall operate throughout the State of Western Australia

5. - TERM

The term of this award shall be from the beginning of the first pay period commencing on or after the 9th April, 1979 and shall operate for a period of 2 years.

6. - MAXIMUM RATES IN THIS PAID RATES AWARD

(Deleted by Order 1744 of 1989 at 70 WAIG page 76)

7. - DEFINITIONS

(1) Builders' Labouring

- (a) "Builders' Labourer" means an employee engaged -
- (i) as a scaffolder, a rigger, a dogman, a gear hand, a hod carrier, a mortar mixer or a drainage employee employed in connection with building operations; or
 - (ii) to wheel to and from the lift, or to fill boxes with materials to be lifted with winch, hoist, elevator or crane required for servicing bricklayers, plasterers or masons or to control any such winch or hoist, or to control a trowelling machine; or
 - (iii) in underpinning and timbering basements, in the rough finishing of the surfaces for granolithic floors, in the bagging off or the broom finishing of concrete surfaces, in the preparation of granolithic surfaces but not the finishing thereof unless that work is otherwise referred to herein, in the erection of steel stanchions, girders and principals, in the erection of steel structural work, on furnace work and bakers' ovens, in mixing, preparing and delivering of materials used hot such as bitumen, trinidad, and other similar patented materials, in the setting and jointing of pipes for sewerage or storm water drainage, in the timbering of shafts, pits or wells in or around buildings, in the mixing of plastic materials and the cleaning up of floors and woodwork after the application of such materials, in preparing or bending or placing into position steel reinforcements in concrete in connection with building operations, in using a jack hammer, in demolishing and removing buildings, in mixing, preparing or delivering or packing of concrete in connection with the erection of structures or buildings, in clearing, excavating or levelling off sites for buildings, or in road construction work and in connection with approaches to buildings inside the building line (other than road construction work governed by any award of the Western Australian Industrial Relations Commission or any agreement registered with that Commission) and in assisting the work of any building tradesperson; or
 - (iv) in general labouring not provided for herein provided that such work had it been performed on 23 September 1997 was not at that date covered by any other award of the Western Australian Industrial Relations Commission.
- (b) "Assistant Powder Monkey" means a builder's labourer assisting under the direct supervision of a powder monkey in placing and firing explosive charges excluding the operation of explosive powered tools.
- (c) "Assistant Rigger" means a builder's labourer assisting under the direct supervision of a rigger in erecting or placing in position the members of any type of structure (other than scaffolding and aluminium alloy structures) and for the manner of ensuring the stability of such members, for dismantling such structures or for setting up cranes or hoists other than those attached to scaffolding.

- (d) "Direct Supervision" means, in relation to paragraphs (b) and (c) of this subclause, that the powder monkey or the rigger, as the case may be, must be present on the job to guide the work during its progress.
 - (e) "Concrete Finisher" means a builder's labourer, other than a concrete floater, who is engaged in the hand finishing of concrete work.
 - (f) "Concrete Floater" means a builder's labourer engaged in concrete work and using a wooden or rubber screeder or mechanical trowel or wooden float or engaged in bagging off or broom finishing.
 - (g) "Drainer" means a builder's labourer directly responsible to his/her employer for the correct and proper laying of sewerage and drainage pipes.
 - (h) "Scaffolder" means a builder's labourer engaged in the work of erecting or altering or dismantling scaffolding of all types.
- (2) "Casual Employee" means an employee who is employed for a period of less than five days (exclusive of overtime).
- (3) "Construction Work" means -
- (a) all work "on-site" in connection with the erection, repair, renovation, maintenance, ornamentation or demolition of buildings or other structures of any kind whatsoever;
 - or
 - (b) all work which the union and the employer concerned agree is construction work but only if the agreement is approved by the Board of Reference;
 - or
 - (c) all work which, in default of an agreement as aforesaid, is declared by the Board of Reference to be construction work.
- (4) "Leading Hand" means an employee who is given by the employer, or his/her agent, the responsibility of directing and/or supervising the work of other persons, or in the case of only one person, the specific responsibility of directing and/or supervising the work of that person.
- (5) "Operator of Explosive-Powered Tools" means an employee qualified in accordance with the laws and regulations of the State of Western Australia to operate an explosive-powered tool.
- (6) "Plumber" means an employee employed or usually employed in executing any general plumbing, ship plumbing, gas fitting, pipe fitting, lead burning, sanitary, heating and domestic engineering, industrial, commercial, medical, scientific and chemical plumbing.

Without limiting the generality of the foregoing such work shall include the following:

- (a) The fixing of all soil, wastes and vent pipes to sanitary fixtures in galvanised mild steel, copper, brass, cast iron, plastic, P.V.C., sheet metal, asbestos, lead, glass or any other materials that may supersede the aforementioned.
- (b) Glazed earthenware pipes and fittings, fibrolite pipe and fittings, concrete pipe and fittings, plastic, P.V.C. pipe and fittings, and any other drainage materials that may be introduced in connection with pre-cast concrete septic tanks, or any other manufactured septic tank which has been passed by the Public Health Department. Soak wells, french drains, leech drains, grease traps and all forms of effluent disposal.

- (c) The installation of all types of sanitary fixtures such as water closets, hand basins, sinks, urinals, slopoppers, bidets, troughs and pan washers in stainless steel, sheet metal, plastic, P.V.C., cast iron or any other materials that may supersede those materials normally used by the plumber.
 - (d) The fixing of all water supply pipes in galvanised mild steel, copper, brass, cast iron, plastic, P.V.C., fibrolite, stainless steel, concrete, hydraulic, aluminium, asbestos, lead or any other materials that may supersede those materials normally used from mains to buildings, swimming pools, display fountains, drinking fountains, ejectors, supply tanks, water filters, water softeners, glass washers, fire services including valves and all piping for sprinkler work, cooling towers and spray ponds used for industrial, manufacturing, commercial or any other purpose.
 - (e) The installation of all types of hot water and heating systems, including room heaters, sterilizers, calorifiers, condensate equipment, pumps, condensers and all piping for same in power houses, distributing and booster stations, bottling, distilling and brewery plants in connection with solid fuel, solar, fuel oil, gas (L.P. town and natural), electric (excluding electrical connections), all piping for power or heating purposes either by water, steam, air for heating, ventilating and air conditioning systems and any other equipment used in connection with medical, industrial, commercial, housing scientific and chemical work.
 - (f) All piping, setting and hanging of units and fixtures for air conditioning, cooling, heating, refrigeration, ice making, humidifying, dehumidifying, the installation of chilled water units including pumps and condensers, the setting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigeration, ventilating, air conditioning in manufacturing, mining and industrial work.
 - (g) All pneumatic, compressed air and gas lines used in connection with above, oxygen or similar gases used for medical purposes and all piping, valves and fittings thereto.
 - (h) The installation of centrifugal, propeller or other exhaust fans, duct work, fume cupboards, registers, dampers, in sheet metal, plastics, P.V.C., stainless steel, copper, aluminium or other materials that may supersede the aforementioned.
 - (i) The installation of irrigation and reticulation services in material used by the plumbers, mild steel, copper, brass, cast iron, plastic, P.V.C., asbestos, lead or any other materials that may supersede the aforementioned.
 - (j) All gas and arc welding, brazing, lead burning, soldered and wiped joints, expanding joints used in connection with the plumber.
 - (k) The installation of all plumbing, pipe work and fittings in ships, aeroplanes, mobile or transportable homes, etc.
 - (l) The fitting and fixing of guttering, downpipes, ridging, rain heads, fascia capping and all other work associated with housing, commercial and industrial undertakings in galvanised iron, copper, aluminium, cast iron, P.V.C., fibreglass, stainless steel, asbestos, sheet metal, zinc, galvanised corrugated iron, patent steel decking, aluminium decking, copper decking, corrugated asbestos, galvanised iron sheeting, fibreglass, plastic sheeting and moulds, fitting of patent roof outlets such as "Fulgo" in ventilators, skylights and such.
 - (m) The installation of all laboratory, research and scientific plumbing and fixtures including radioactive plumbing etc.
- (7) Bricklaying
- (a) "Bricklayer" means an employee engaged in bricklaying, firework (including kiln work), fumaces or furnace work of any description, setting cement bricks, cement blocks and cement pressed work, setting coke slabs or coke bricks or plaster partition blocks and brick cutting, or

any other work which comes or which may be adjudged to come within the scope of brick work generally.

- (b) "Stoneworker" means an employee who does all or any of the following classes of work whether hammer dressed or sawn -

- (i) Foundation work;
- (ii) Building random rubble uncoursed or building squared rubble in courses or regular coursed rubble and dressing quoins or shoddies in connection with any such work;

but this definition shall not of itself be taken to prejudice or affect the right of any other classes or tradesmen or employees to do any class or kind of work they have hitherto been accustomed to do.

(8) Carpentry and Joinery

- (a) "Carpenter and Joiner" means an employee engaged upon work ordinarily performed by a carpenter and joiner in any workshop establishment, yard or depot, or on site (including dams, bridges, jetties or wharves).

Without limiting the generality of the foregoing, such work may include -

- (i) The erection and/or fixing work in metal.
- (ii) (aa) The marking out, lining, plumbing and levelling of prefabricated form work and supports thereto;
- (bb) The erection and dismantling of such form work but without preventing builders' labourers from being employed on such work.
- (iii) the fixing of asbestos products, dry fixing of fibre plaster materials and the fixing of building panels, wall board and plastic material;
- (iv) the erection of curtain walling;
- (v) the setting out and laying of wood blocks or parquetry or wooden mosaic flooring; and
- (vi) the erecting of prefabricated buildings or section of buildings constructed in wood, prepared in factories, yards or on site.

- (b) "Detail Employee" means a carpenter and joiner who sets out and works upon staircases, bar, kitchen or office fittings or any similar detail work from architects' plans or blue prints.

(9) Painting, Signwriting and Glazing

- (a) "Painter" means an employee who applies paint or any other preparation used for preservative or decorative purposes -

- (i) to any building or structure of any kind or to any fabricated unit forming or intended to form part of any building or structure; or
- (ii) to any machinery or plant.

The term includes any employee engaged in the hanging of wallpapers or substitutes therefor or in glazing, graining, gilding, decorating, applying plastic relief, putty glazing, or marbling and any employee who strips off old wallpapers or who removes old paint or varnish or who is engaged in the preparation of any work for painting by an employee otherwise covered by this award or in the preparation of any materials required for that painting.

- (b) "Glazier" means an employee who -
- (i) fits and fixes leadlights and stained windows into prepared positions; or
 - (ii) fits and fixes glass or any of its kindred products, including vitrolite, into any place prepared for its reception or cuts such glass or such other products; or
 - (iii) cuts glass or any of its kindred products including vitrolite, for any purpose.

Provided that nothing in this definition shall apply -

- (aa) to work done by shop salesmen, picture frame or furniture makers, or by any other employee who at the date of this award is bound by any award of the Western Australian Industrial Commission or any industrial agreement made under the provisions of the Industrial Relations Act, 1979; or
 - (bb) to employees engaged in the assembly of windows where such work involves the fixing, other than with putty, or an aluminium sash around glass which has already been cut to size and the work is carried out on the premises of a window frame manufacturer bound by the Metal Trades (General) Award No. 13 of 1965 as amended or replaced from time to time.
- (c) "Signwriter" means an employee who may prepare his/her own backgrounds and does any of the following work:
- (i) Lettering of every description, by brush, spray or any other method on any surface or material (other than the surface of a roadway);
 - (ii) pictorial or scenic painting by brush, spray or any other method on any surface or material.
 - (iii) designing for windows, posters, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners or cut-out displays;
 - (iv) gilding, i.e., the application of gold, silver, aluminium or any metal leaf to any surface;
 - (v) cutting out, laying out and finishing of cut-out displays of all descriptions; or
 - (vi) screen process work, i.e., the designing, setting up and operation for duplication or multiplication of signs on any material, whether of paper, fabric, metal, wood, glass, or any similar material.

Provided however, that nothing contained in this definition, nor in this award, shall be deemed to prevent the employment of ticket writers at the rates of wage and subject to the conditions prescribed by the Ticket writers' Award No. 29 of 1958 as amended or replaced from time to time.

(10) Plastering

"Plasterer" means an employee employed or usually employed on plastering work which shall mean -

- (a) All internal and external plastering and cementing whether manual or mechanical means be used, including hard wall plaster and texture work where the materials used in such texture work consist only of plaster or cement or both;
- (b) the fixing of wood lathing and metal lathing or any similar or other substitute which may be used as a ground for plastering work;

- (c) the fixing of precast plaster or any other kind of plaster required to be finished off with plastered joints;
- (d) the fixing of pressed cement work and ornaments and plaster partition blocks;
- (e) plastering in sewers, septic tanks, water channels and relining of pipes;
- (f) the fixing of plain and ornamental tiles on walls or floors;
- (g) the top dressing of concrete work finished in cement, granolithic or patent colouring, and all cement composition work and plain or fancy paving, except such work as is included in the definition of a builder's labourer unless such work is done by an employee who is engaged or employed as a plasterer;
- (h) the fixing and laying of cork or substitutes such as solomit in cool chambers and in refrigeration chambers; or
- (i) the working of flintcote where used with sand, cement or granulated cork or sawdust

but plastering work shall not include -

- (i) work authorised to be done by employees under any other award or industrial agreement; or
- (ii) work done by plumbers.

(11) "Union" means -

- (a) The Construction, Forestry, Mining and Energy Union of Workers;
- (b) Plumbers and Gasfitters Employees' Union of Australia, West Australian Branch, Industrial Union of Workers; or as the case may be
- (c) The Building Trades Association of Unions of Western Australia (Association of Workers).

(12) "Marker or Setter Out" means an employee mainly employed marking and/or setting out work for other employees.

Provided that nothing in this subclause shall prevent the parties proceeding to have the matter determined by a Board of Reference set up by the Registrar at the written request of either of the parties.

(13) "Special Class Tradesman" means a tradesman Carpenter and/or Joiner, Bricklayer, Plasterer or Stonemason who is engaged on work of restoration, renovation, preservation or reconstruction of historical or 'National Trust' type building, the performance of which requires the use of complex, high quality trade skills and experience which are not generally exercised in normal construction work.

For the purpose of this definition, complex and high quality trade skills and experience shall be deemed to be acquired by the tradesman:

- (a) having had not less than twelve months on-the-job experience of such skilled work, and
- (b) having, by satisfactory completion of a prescribed post trade course, or other approved course, or the achievement of knowledge and competency by other means, including the on-the-job experience in paragraph (a) herein, as will enable the tradesman to perform such work unsupervised where necessary and practical, to the required standard of workmanship.

For the purpose of this definition, the following are deemed to be prescribed post trade courses and recognised throughout the locality of this award:

Certificate of Technology (Building) - Tasmania.

Diploma in Building - Western Australia

Building Certificate Course, Advanced Carpentry and Joinery Course - South Australia.

Technicians Certificate - Victoria.

Certificate Course for Building Technician (2.03) CN528 - Queensland.

Building Certificate Course - New South Wales.

Provided that nothing in this subclause shall prevent the parties proceeding to have the matter determined by a Board of Reference set up by the Registrar at the written request of either of the parties.

- (14) "Overaward Payment" is defined as the amount in rates of pay which an employee would receive in excess of the minimum award wage (ie base rate, arbitrated safety net and supplementary payment) as prescribed in this award for the classification in which such employee is engaged. Provided that this definition shall exclude overtime, shift allowances, penalty rates, expense related allowances, industry allowances, disability allowances, location allowances, special rates or allowances, responsibility allowances and any other ancillary payments of a like nature prescribed by this award.

8. - RATES OF PAY

- (1) Except as elsewhere provided in this Award the rates of pay payable to an employee (other than an apprentice) shall be that prescribed herein calculated as an hourly rate in accordance with subclause (4) of this clause.
- (2) Weekly Rate: The following amounts shall be applied for the purpose of the calculation in subclause (4) of this clause of the hourly rate to apply under this Award.

		Base Rate\$	Supple- mentary Payment\$	Arbitrated Safety Net Adjustment\$	Weekly Rate\$
(a)	(i) Bricklayers, stoneworkers, stonemasons, carpenters, joiners, painters, signwriters, glaziers, and plasterers roof tile fixers	365.20	52.10	345.70	763.00
	(ii) Plumber and/or gasfitter	368.00	52.10	345.80	765.90
	(iii) Plumber holding registration in accordance with the Metropolitan Water Supply, Sewerage and Drainage Act:Base Rate	368.00			
	Reg. Allowance \$ 17.30	385.30	52.10	346.40	783.80
	(iv) Marker/Setter Out	378.60	52.10	346.20	776.90
	(v) Special Class Tradesman	385.00	52.10	346.40	783.50
(b)	(i) Group 1				
	Rigger	362.30	52.10	343.60	758.00

Drainer	362.30	52.10	343.60	758.00
Dogman	362.30	52.10	343.60	758.00
(ii) Group 2				
Scaffolder	346.70	52.10	343.00	741.80
Powder Monkey	346.70	52.10	343.00	741.80
Hoist or Winch Driver	346.70	52.10	343.00	741.80
Concrete Finisher	346.70	52.10	343.00	741.80
Steel Fixer including Tack Welder	346.70	52.10	343.00	741.80
Concrete Pump Operator	346.70	52.10	343.00	741.80
(iii) Group 3				
Bricklayer's Labourer	335.10	52.10	342.60	729.80
Plasterer's Labourer	335.10	52.10	342.60	729.80
Assistant Powder Monkey	335.10	52.10	342.60	729.80
Assistant Rigger	335.10	52.10	342.60	729.80
Demolition Worker (after three months' experience)	335.10	52.10	342.60	729.80
Gear Hand	335.10	52.10	342.60	729.80
Cement Gun Operator	335.10	52.10	342.60	729.80
Concrete Cutting or Drilling Machine Operator	335.10	52.10	342.60	729.80
Pile Driver	335.10	52.10	342.60	729.80
Tackle Hand	335.10	52.10	342.60	729.80
Jackhammer Hand	335.10	52.10	342.60	729.80
Mixer Driver (Concrete)	335.10	52.10	342.60	729.80
Steel Erector	335.10	52.10	342.60	729.80
Aluminium Alloy Structural Erector	335.10	52.10	342.60	729.80
Gantry Hand or Crane Hand	335.10	52.10	342.60	729.80
Concrete Gang Including Concrete Floater	335.10	52.10	342.60	729.80
Steel or Bar Bender to Pattern or Plan	335.10	52.10	342.60	729.80
Concrete Formwork Stripper	335.10	52.10	342.60	729.80
Concrete Pump Hose Hand	335.10	52.10	342.60	729.80
Trades Labourer	335.10	52.10	342.60	729.80
Brick Paver Labourer	335.10	52.10	342.60	729.80
Brick Cleaner/Labourer	335.10	52.10	342.60	729.80
(iv) Group 4				
Builders' Labourers Employed on Work Other Than Specified in Classifications (i) to (iii)	306.60	52.10	341.70	700.40

(c) Supplementary Payments

Supplementary payments set out in this clause represent payments in lieu of equivalent overaward payments.

The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

These arbitrated safety net adjustments shall be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the

Award. For these purposes over award rates of pay in any industrial agreement affecting employees whose terms of employment are also regulated by the award shall likewise be liable to absorption unless contrary to the terms of the industrial agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

(3) Industry Allowance

The industry allowance at the rate of \$23.40 per week to be paid to each employee is to compensate for the following disabilities associated with construction work:-

- (a) Climate conditions when working in the open on all types of work.
- (b) The physical disadvantage of having to climb stairs or ladders.
- (c) The disability of dust blowing in the wind, brick dust and drippings from concrete.
- (d) Sloppy and muddy conditions associated with the initial stages of the erection of a building.
- (e) The disability of working on all types of scaffolding or ladders other than a swing scaffold, suspended scaffold, or a bosun's chair.
- (f) The lack of the usual amenities associated with factory work (e.g. meal rooms, change rooms, lockers).

(4) Hourly Rate Calculation - Follow the Job Loading

- (a) The hourly rate of pay to be paid to an adult employee (other than an apprentice) shall be calculated to the nearest cent (less than half a cent to be disregarded) by multiplying the sum of the amounts prescribed in subclause (2) and the amount prescribed in subclause (3) and where applicable in subclauses (6), (7), (8) and (9) of this clause by 52 and dividing the result by 50.4 by adding to that the amount prescribed in subclause (5) of this clause and by dividing the total by 38.
- (b) The aforementioned calculation shall take into account a factor of eight days in respect of the incidence of loss of wages for periods of unemployment between jobs.

(5) Special Allowance

The special allowance at the rate of \$7.70 per week to be paid to each employee is to compensate for the following:-

- (a) Excess travelling time incurred by employees in the building industry;
- (b) The removal of loadings from the various building awards consequent upon the introduction of this paid rates award in the industry.

(6) Tool Allowance

Tool allowances shall be paid to tradesmen as prescribed hereunder:-

	Per Week \$
Carpenters, Joiners, Plumbers, Stonemasons, Stoneworkers	25.10
Plasterers, Fixers	20.70
Bricklayers	17.70

Roof Tile Fixers	13.00
Signwriters, Painters, Glaziers	6.10

(7) Location Allowance

Where applicable location allowances in accordance with Appendix A will be paid.

(8) Underground Allowance

- (a) (i) Subject to paragraph (b) hereof, an employee required to work underground shall be paid an allowance of \$11.40 per week in addition to the allowance prescribed in subclause (3) of this clause and any other amount prescribed for such employee elsewhere in this award.
- (ii) Where a shaft is to be sunk to a depth greater than six metres the payment of the underground allowance shall commence from the surface.
- (iii) This allowance shall not be payable to an employee engaged upon "pot and drive" work at a depth of 3.5 metres or less.
- (b) Where an employee is required to work underground for no more than four days or shifts in any ordinary week he/she shall be paid an underground allowance in accordance with the provisions of paragraph (t) of subclause (1) of Clause 9. - Special Rates and Provisions in lieu of the allowance prescribed in paragraph (a) hereof.

(9) Plumbing Trade Allowance

Plumbers shall be paid an allowance at the rate of \$18.60 per week to compensate for the following classes of work and in lieu of the relevant amounts in Clause 9. - Special Rates and Provisions whether or not such work is performed in any one week. When working outside the categories listed hereunder, a plumber shall receive the appropriate rates provided for in the said Clause 9. - Special Rates and Provisions.

(a) General Plumber

- (i) Clearing stoppages in soil or waste pipes, or sewer drain pipes, also repairing and putting same in proper order;
- (ii) Work in wet places;
- (iii) Work requiring a swing scaffold, swing seat or rope;
- (iv) Dirty or offensive work;
- (v) Work in any confined space;
- (vi) Work on a ladder exceeding eight metres in height.

(b) Mechanical Services Plumber

- (i) 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;
- (ii) Work in a place where the temperature has been raised by artificial means to between 46 and 54 degrees celsius or exceeding 54 degrees celsius;
- (iii) Work in a place where fumes of sulphur or other acid or other offensive fumes are present;

- (iv) Dirty or offensive work;
- (v) Work in any confined space;
- (vi) Work on a ladder exceeding eight metres in height.

(c) Roof Plumber

- (i) Work on the fixing of aluminium foil insulation on roofs or walls prior to the sheeting thereof;
- (ii) Use of explosive powered tools;
- (iii) Work requiring use of materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority including the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus);
- (iv) Dirty or offensive work;
- (v) Work requiring a swing scaffold, swing seat or rope;
- (vi) Work on a ladder exceeding eight metres in height.

(10) Leading Hands

- (a) A person specifically appointed to be a leading hand shall be paid at the rate of the undermentioned additional amounts above the rate of the highest classification supervised, or his/her own rate, whichever is the highest, in accordance with the number of persons in his/her charge:-

	Weekly Base Only\$	Rate Per Hour\$
(i) In charge of not more than one person	19.60	0.53
(ii) In charge of two and not more than five persons	32.90	0.89
(iii) In charge of six and not more than ten persons	42.00	1.14
(iv) In charge of more than ten persons	56.00	1.52

- (b) The hourly rate prescribed in paragraph (a) hereof is calculated to the nearest cent (less than half a cent to be disregarded) by multiplying the weekly base amount by 52 and dividing the result by 50.4 and by dividing the amount by 38.

(11) Licensed Plumbers Accepting Responsibility

Any licensed plumber called upon by his/her employer to use the licence issued to him/her by the Metropolitan Water Supply, Sewerage and Drainage Board for a period in any week - \$36.40 for that week.

(12) Plumber Acting on Welding Certificate

A plumber who is requested by his/her employer to hold the relevant qualifications and has obtained a certificate of competency pursuant to procedures as set out by the Standards Association of Australia or other relevant recognised codes, or, who may have to carry out work which is subject to other special

tests but not a normal trade test, and is required by his/her employer to act on such qualifications, shall be paid an additional 48 cents per hour for oxyacetylene welding and 48 cents per hour for electric welding for every hour of his/her employment whether or not he/she has in any hour performed work relevant to those qualifications held.

(13) Lead Work

A plumber engaged in leadburning or lead work in connection therewith shall be paid an additional \$1.64 per hour.

(14) Ship's Plumbing

A plumber engaged on plumbing work in connection with ships shall be paid an additional \$1.15 cents per hour.

(15) Casual Hands

In addition to the rate appropriate for the type of work, a casual hand shall be paid an additional 20 per cent of the rate per hour with a minimum payment as for three hours employment. The penalty rate herein prescribed shall be deemed to include, inter alia, compensation for annual leave.

(16) Site Allowances

The Union on behalf of its members may request an employer to consider a site allowance to compensate for all special factors and/or disabilities on a project.

Where the parties have considered the merit of the claim and have agreed on a proposed rate, it shall be referred to the Commission for ratification.

Where agreement cannot be reached, the parties shall refer the matter to the Commission which shall determine an appropriate rate, if any, to compensate for such special factors and/or disabilities: Provided, however, that the Commission may determine that such site allowance shall be paid in lieu of any of the special rates related to conditions on the site as prescribed in Clause 9 subclause (1).

The Commission shall ratify or determine such matters on the criteria outlined in the Full Bench Decision of the Conciliation and Arbitration Commission dated February 25, 1983 (Print F1957).

Where the procedure prescribed by this subclause is being followed, work shall continue normally.

A site allowance determined in accordance with this subclause shall be deemed to be prescribed by this Award.

9. - SPECIAL RATES AND PROVISIONS

(1) In addition to the rates otherwise prescribed in this Award, the following rates shall be payable to employees covered by the said Award:

(a) Insulation

An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, limpet fibre, vermiculite or other recognised insulating material of a like nature or working in the immediate vicinity so as to be affected by the use thereof 65 cents per hour or part thereof.

(b) Hotwork

An employee who works in a place where the temperature has been raised by artificial means to between 46 degrees and 54 degrees Celsius - 53 cents per hour or part thereof, exceeding 54 degrees celsius - 65 cents per hour or part thereof.

Where such work continues for more than two hours, the employee shall be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this paragraph.

(c) Cold Work

An employee who works in a place where the temperature is lowered by artificial means to less than zero degrees Celsius shall be paid 53 cents per hour.

Where such work continues for more than two hours, the employee shall be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this paragraph.

(d) Confined Space

An employee required to work in a confined space shall be paid 65 cents per hour or part thereof.

("Confined Space" means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.)

(e) Swing Scaffold -

- (i) an employee required to work from any type of swing or any scaffold suspended by rope or cable, bosun's chair, or suspended scaffold requiring use of steel or iron hooks or angle irons shall be paid the appropriate allowance set out below corresponding to the storey level at which the anchors or bracing, from which the stage is suspended, has been erected.

Such allowance shall be paid for minimum of four hours' work or part thereof until construction work (as defined) has been completed.

Height of Bracing	First Four Hours\$	Each Additional Hour\$
0-15 storeys	3.82	0.79
16-30 storeys	4.93	1.02
31-45 storeys	5.82	1.19
46-60 storeys	9.55	1.96
Greater than 60 storeys	12.17	2.52

Provided that an apprentice with less than two years' experience shall not use a swing scaffold or bosun's chair, and further provided that solid plasterers when working off a swing scaffold shall receive an additional 11 cents per hour.

(f) Explosive Powered Tools

An operator of explosive powered tools, as defined in this award, who is required to use an explosive powered tool, shall be paid \$1.25 for each day on which he/she uses such a tool.

(g) Wet Work

An employee working in any place where water is continually dripping on him/her so that clothing and boots become wet, or where there is water underfoot, shall be paid 53 cents per hour whilst so engaged.

(h) Dirty Work

An employee engaged on unusually dirty work shall be paid 53 cents per hour.

(i) Towers Allowance

An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower or silo, where the construction exceeds fifteen metres in height shall be paid 53 cents per hour for all work above fifteen metres, and 53 cents per hour for work above each further fifteen metres.

Provided that any similarly constructed building, or a building not covered by Clause 10, - Multi-Storey Allowance, which exceeds 15 metres in height may be covered by this subclause, or by that clause by agreement or where agreement is not reached, by determination of the Commission.

(j) Toxic Substances

(i) An employee required to use toxic substances shall be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.

(ii) Employees using such materials will be provided with and shall use all safeguards as are required by Clause 29. - Protection of Employees and the appropriate Government authority or in the absence of such requirement such safeguards as are defined by a competent authority or person chosen by the union and the employer.

(iii) Employees using toxic substances or materials of a like nature shall be paid 65 cents per hour. Employees working in close proximity to employees so engaged shall be paid 53 cents per hour.

(iv) For the purpose of this paragraph toxic substances shall include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

(k) Fumes

An employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present shall be paid such rates as are agreed upon between him/her and the employer; provided that, in default of agreement, the matter may be referred to a Board of Reference for the fixation of a special rate.

Any special rate so fixed shall apply from the date the employer is advised of the claim and thereafter shall be paid as and when the fume condition occurs.

(l) Asbestos

Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) shall be paid 65 cents per hour extra whilst so engaged.

(m) Furnace Work

An employee engaged in the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid \$1.40 per hour. This additional rate shall be regarded as part of the wage rate for all purposes.

(n) Acid Work

An employee required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork shall be paid \$1.40 per hour. This additional rate shall be regarded as part of the wage rate for all purposes.

(o) Cleaning Down Brickwork

An employee required to clean down bricks using acids or other corrosive substances shall be paid 48 cents per hour. While so employed employees will be supplied with gloves by the employer.

(p) Bagging

Employees engaged upon bagging brick or concrete structures shall be paid 48 cents per hour.

(q) Bitumen Work

An employee handling hot bitumen or asphalt or dipping materials in creosote shall be paid 65 cents per hour.

(r) Roof Repairs

Employees engaged on repairs to roofs shall be paid 65 cents per hour.

(s) Computing Quantities

Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed by other employees shall be paid \$3.80 per day or part thereof.

Provided that this allowance shall not apply to an employee classified as a leading hand.

(t) Underground Allowance

(i) An employee required to work underground for no more than 4 days or shifts in an ordinary week shall be paid \$2.30 a day or shift in addition to any other amount prescribed for such employees elsewhere in this award.

Provided that an employee required to work underground for more than four days or shifts in an ordinary week shall be paid an underground allowance in accordance with the provisions of subclause (8) of Clause 8, - Rates of Pay.

(ii) Where a shaft is to be sunk to a depth greater than 6 metres the payment of the underground allowance shall commence from the surface.

(iii) This allowance shall not be payable to employees engaged upon "pot and drive" work at a depth of 3.5 metres or less.

(u) Plumbing

(i) A plumber doing sanitary plumbing work or repairs to sewer drainage or waste pipe services in any of the following places -

(aa) Infectious and contagious diseases hospitals or any block or portion of a hospital used for the care of or treatment of patients suffering from any infectious or contagious disease; or

(bb) Morgues:

shall be paid 48 cents per hour or part thereof.

- (ii) A plumber required to enter a well 9 metres or more in depth for the purpose in the first place of examining the pump, pipe or any other work connected therewith shall be paid \$2.26 for such examination and \$1.01 per hour thereafter for fixing, renewing or repairing such work.
- (iii) A plumber or an apprentice to plumbing, other than one in his/her first or second year of apprenticeship, on work involving the opening up of house drains or waste pipes for the purpose of clearing blockages or for any other purpose or on work involving the cleaning out of septic tanks or dry wells shall be paid a minimum of \$2.82 per day.
- (v) (a) An employee who:
 - (i) is appointed by his or her employer to be responsible for carrying out first aid duties as they may arise; and
 - (ii) holds a recognised first aid qualification (as set out hereunder) from the Australian Red Cross Society, St John Ambulance Association or similar body; and
 - (iii) is required by his or her employer to hold a qualification at that level; and
 - (iv) the qualification satisfies the relevant statutory requirement pertaining to the provision of first-aid services at the particular location where the employee is engaged;
 - (v) those duties are in addition to his or her normal duties, recognising what first aid duties encompass by definition;

shall be paid at the following additional rates to compensate that person for the additional responsibilities, skill obtained, and time spent acquiring the relevant qualifications;

 - (A) an employee who holds the Basic First Aid certificate or equivalent qualification recognised under the Occupational Safety and Health Act 1984 - \$2.25 per day; or
 - (B) an employee who holds at least a Senior First Aid certificate, Industrial First Aid certificate or equivalent, or higher qualification recognised under the Occupational Safety and Health Act 1984 - \$3.55 per day.
- (b) In payment of an allowance under this clause, a person shall be paid only for the level of qualification required to be held, and there shall be no double counting for employees who hold more than one qualification.
- (c) An employer shall be under no obligation to provide paid training leave or other payment of any kind to employees to acquire or update first aid qualifications.
- (w) Heavy Blocks
 - (i) Employees lifting other than standard bricks

An employee required to lift blocks (other than cindercrete blocks for plugging purposes) shall be paid the following additional rates:

Where the blocks weigh over 5.5 kg and under 9 kg - 53 cents per hour.

Where the blocks weigh 9 kg or over and up to 18 kg - 94 cents per hour.

Where the blocks weigh over 18 kg –\$1.34 cents per hour.

An employee shall not be required to lift a building block in excess of 20 kg in weight unless such employee is provided with a mechanical aid or with an assisting employee; provided that an employee shall not be required to manually lift any building block in excess of 20 kg in weight to a height of more than 1.2 metres above the working platform.

Provided that this subclause shall not apply to employees being paid the extra rate for refractory work.

(ii) Stonemasonry Employees

The employer of stonemasonry employees shall provide mechanical means for the handling, lifting and placing of heavy blocks or pay in lieu thereof the rates and observe the conditions prescribed in paragraph (i) herein.

(x) Plaster or Composition Spray

An employee using a plaster or composition spray shall be paid an additional 53 cents per hour whilst so engaged.

(y) Slushing

An employee engaged at "Slushing" shall be paid 53 cents per hour.

(z) Dry Polishing of Tiles

Employees engaged on dry polishing of tiles (as defined) where machines are used shall be paid 65 cents per hour or part thereof.

(aa) Cutting Tiles

An employee engaged at cutting tiles by electric saw shall be paid 65 cents per hour whilst so engaged.

(bb) Second Hand Timber

Where, whilst working with second hand timber, an employee's tools are damaged by nails, dumps or other foreign matter on the timber he/she shall be entitled to an allowance of \$2.07 per day on each day upon which his/her tools are so damaged, provided that no allowance shall be payable under this paragraph unless it is reported immediately to the employer's representative on the job in order that he/she may prove the claim.

(cc) Height Work - Painting Trades

An employee working on any structure at a height of more than 9 metres where an adequate fixed support not less than 0.75 metres wide is not provided, shall be paid 48 cents per hour in addition to ordinary rates. This subclause shall not apply to an employee working on a bosun's chair or swinging stage.

This provision shall not apply in addition to the Towers Allowance prescribed in paragraph (i) of this subclause.

(dd) Brewery Cylinders - Painters

A painter in brewery cylinders or stout tuns shall be allowed 15 minutes' spell in the fresh air at the end of each hour worked by him/her.

Such 15 minutes shall be counted as working time and shall be paid for as such. The rate for working in brewery cylinders or stout tuns shall be at the rate of time and one-half. When an employee is working overtime and is required to work in brewery cylinders and stout tuns he/she shall, in addition to the overtime rates payable, be paid one half of the ordinary rate payable as provided by Clause 8. - Rates of Pay of this award.

(ee) Certificate Allowance

A tradesman who is the holder of a scaffolding certificate or rigging certificate issued by the Department of Industrial Affairs and is required to act on that Certificate whilst engaged on work requiring a certificated person shall be paid an additional 53 cents per hour.

Provided that this allowance shall not be payable cumulative on the allowance for swing scaffolds.

(ff) Spray Application - Painters

An employee engaged on all spray applications carried out in other than a properly constructed booth approved by the Department of Industrial Affairs shall be paid 53 cents per hour extra.

(gg) Bricklayer Operating Cutting Machine

One bricklayer on each site to operate the cutting machine and to be paid 65 cents per hour or part thereof whilst so engaged.

(hh) Spray Painting - Painters

(i) Lead paint shall not be applied by a spray to the interior of any building and no surface painted with lead paint shall be rubbed down or scraped by a dry process.

(ii) All employees (including apprentices) applying paint by spraying shall be provided with full overalls and head covering and respirators by the employer.

(iii) Where from the nature of the paint or substance used in spraying a respirator would be of little or no practical use in preventing the absorption of fumes or materials from substances used by an employee in spray painting, the employee shall be paid a special allowance of \$1.50 per day.

(ii) Grindstone Allowance

Where a grindstone or wheel is not made available as required by Clause 32(5)(b) of the award, an allowance of \$5.60 per week shall be paid in lieu of same to each Carpenter or Joiner.

(2) Conditions Respecting Special Rates

(a) The special rates prescribed in this award shall be paid irrespective of the time at which work is performed and shall not be subject to any premium or penalty conditions.

This limitation does not apply to the "All Purpose" special rates prescribed in paragraphs (m) and (n) of subclause (1) of this Clause.

(b) Where more than one of the above rates provides payments for disabilities of substantially the same nature then only the highest of such rates shall be payable.

(3) (a) Loads

Where bricks are being used the employee shall not be required to carry -

- (i) more than 40 bricks each load in a wheelbarrow (on a scaffold) to a height of 4.5 metres from the ground.
 - (ii) more than 36 bricks each load in a wheelbarrow over and above a height of 4.5 metres on a scaffold.
- (b)
 - (i) The employer shall supply a safety helmet for each of his/her employees requesting one on any job where, pursuant to the regulations made under the Construction Safety Act 1972, an employee is required to wear such helmet.
 - (ii) Any helmet so supplied shall remain the property of the employer and during the time it is on issue the employees shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.
- (c) Attendants on Ladders

 No employee shall work on a ladder at a height of over six metres from the ground when such ladder is standing in any street, way or lane where traffic is passing to and fro, without an assistant on the ground.
- (d) Electrical Sanding Machines

 The use of electrical sanding machines for sanding down paint work shall be governed by the following provisions -
 - (i) The weight of each such machine shall not exceed 6 kilograms.
 - (ii) Every employer operating any such machine shall endeavour to ensure that each such machine, together with all electrical leads and associated equipment, is kept in a safe condition and shall, if requested so to do by any employee, but not more often than once in any four weeks, cause the same to be inspected under the provisions of the Electricity Act and the regulations made thereunder.
 - (iii) Employers shall provide and supply respirators of a suitable type, to each employee and shall maintain same in an effective and clean state at all times. Where respirators are used by more than one employee, each such respirator shall be sterilised or a new pad inserted after use by each such employee.
 - (iv) Employers shall also provide and supply goggles of a suitable type. Provided that goggles with celluloid lenses shall not be regarded as suitable.
 - (v) All employees shall use the protective equipment supplied when using electrical sanding machines of any type.
- (e) Adequate precautions shall be taken by all employers for the safety of employees employed on the retaining walls of dams. Any dispute as to the adequacy of precautions taken shall be referred to the Board of Reference.
- (f) The Secretary or any authorised officer of the union shall have the right to visit any job for the purpose of ascertaining whether work is being performed in accordance with the provisions of the Construction Safety Act 1972, and any regulations made thereunder. Should he/she be of the opinion that the work being carried out is not in accord with those provisions the Secretary or any authorised officer of the union shall inform the employer and the employees concerned accordingly and may report any alleged breach of the Act or the regulations to the Chief Inspector of Construction Safety.
- (g) Where the employer provides transport to and from the job the conveyance used for such transport shall be provided with suitable and weatherproof covering.

- (h) Protective clothing for bricklayers and their labourers engaged on construction or repair of refractory brickwork -

- (i) Gloves shall be supplied when employees are engaged on repair work and shall be replaced as required, subject to employees handing in the used gloves.
- (ii) Boots shall be supplied upon request of the employee after six weeks' employment, the cost of such boots to be assessed at \$20.00 and employees to accrue credit at the rate of \$1.00 per week.

Employees leaving or being dismissed before 20 weeks' employment shall pay the difference between the credit accrued and the \$20.00. The right to accrue credit shall commence from the date of request for the boots.

In the event of boots being supplied and the employee not wearing them while at work, the employer shall be entitled to deduct the cost of the boots if the failure to wear them continues after one warning by the employer.

Upon issue of the boots, employees may be required to sign the authority form in or to the effect of the Annexure to this clause. Boots shall be replaced each six months, dating from the first issue.

- (iii) Where necessary, when bricklayers are engaged on work covered by paragraphs (m) and (n) of subclause (1) of this clause overalls will be supplied upon the request of the employee and on the condition that they are worn while performing the work.

ANNEXURE

An employee claiming the supply of boots in accordance with subparagraph (ii) hereof may be required to sign a form giving an authority to the employer in accordance with the following -

DEDUCTION FORM

..... acknowledges receipt of one (1) pair of boots provided in accordance with the provisions of paragraph (h) of subclause (3) of Clause 9, - Special Rates and Provisions of the Building Trades (Construction) Award 1987.

Should the full cost of the boots (\$20.00) not be met by accumulation of credit (at the rate of \$1.00 per week) from, I authorise deduction from any moneys due to me by my employer of an amount necessary to meet the difference between the credit accrued and \$20.00.

Signed

Dated

- (4) Any dispute which may arise between the parties in relation to the application of any of the foregoing special rates and provisions may be determined by the Board of Reference.

10. - MULTI-STOREY ALLOWANCE

- (1) Eligibility

A multi-storey allowance shall be paid to all employees on site engaged in the construction or renovation of a multi-storey building as defined herein, to compensate for the disabilities experienced in, and which are peculiar to the construction or renovation of a multi-storey building.

Provided that for the purposes of this clause renovation work is work performed on existing multi-storey buildings, (as defined) as such work involves structural alterations which extend to more than two storey levels in a building, and at least part of the work to be performed is above the 4th floor storey level in accordance with the scale of payments appropriate for the highest floor level affected by such work.

(2) Definition of Multi-Storey Building

For the purposes of this award, a multi-storey building is a building which will, when complete, consist of 5 or more storey levels.

"Complete" means the building is fully functional and all work which was part of the principal contract is complete.

For the purpose of this Clause, a storey level means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building, and shall include basement levels and mezzanine or similar levels (but excluding "half floors" such as toilet blocks or store rooms located between floors).

Provided that any building or structures which do not have regular storey levels but which are not classed as towers (e.g. grandstands, aircraft hangers, large stores, etc.) and which exceed fifteen metres in height may be covered by this subclause, or by Clause 9(1)(i) by agreement. Where no agreement is reached, by determination of the Commission.

Plant Room - Further provided that a plant room situated on the top of a building shall constitute a further storey level if the plant room occupies 25% of the total roof area or an area of 100 square metres whichever is the lesser.

(3) Rates For Multi-Storey Buildings

Except as provided for in subclause (4) of this clause, an allowance in accordance with the following table shall be paid to all employees on the building site. The second and subsequent allowance scales shall, where applicable, commence to apply to all employees when one of the following components of the building - structural steel, re-inforcing steel, boxing or walls, rises above the floor level first designated in each such allowance scale.

"Floor Level" means that stage of construction which in the completed building would constitute the walking surface of the particular floor level referred to in the table of payments.

From commencement of Building to Fifteenth Floor Level - 42 cents per hour extra;

From Sixteenth Floor Level to Thirtieth Floor Level - 52 cents per hour extra;

From Thirty-first Floor Level to Forty-fifth Floor Level - 79 cents per hour extra;

From Forty-sixth Floor Level to Sixtieth Floor Level - \$1.01 per hour extra;

From Sixty-first Floor Level Onwards - \$1.26 per hour extra.

The allowance payable at the highest point of the building shall continue until completion of the building.

(4) Service Cores

- (a) All employees employed on a Service Core at more than 15 metres above the highest point of the main structure shall be paid the Multi-Storey rate appropriate for the main structure plus the allowance prescribed in paragraph (i) Towers Allowance of subclause (1) of Clause 9. - Special Rates and Provisions calculated from the highest point reached by the main structure to the highest point reached by the Service Core in any one day period. (i.e. For this purpose

the highest point of the main structure shall be regarded as though it were the ground in calculating the appropriate Towers Allowance).

Employees employed on a Service Core no higher than 15 metres above the main structure shall be paid in accordance with the Multi-Storey Allowance prescribed herein.

- (b) Provided that any section of a Service Core exceeding 15 metres above the highest point of the main structure shall be disregarded for the purpose of calculating the Multi-Storey Allowance applicable to the main structure.

11. - MIXED FUNCTIONS

An employee engaged for more than two hours during one day on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rate for such day. If for two hours or less during one day he/she shall be paid the higher rate for the time so worked.

12A. - FARES AND TRAVELLING (EXCEPT PLUMBERS)

- (1) Metropolitan Radial Areas

The following fares allowance shall be paid to employees employed under the terms and conditions of this award for travel patterns and costs peculiar to the industry which include mobility requirements of employees and the nature of employment on construction work.

- (2) Perth Metropolitan Radial Area

When employed on work located within a radius of 50 kilometres from the G.P.O. Perth - \$15.65 per day.

- (3) Other Radial Areas

The allowance defined in subclause (2) of this clause shall be paid for work performed by employees employed on distant work as defined in Clause 22. - Living Away From Home - Distant Work when the work is carried out away from the place where, with the employer's approval, the employee is accommodated for the distant work, and is within a radius of 50 km from the place of accommodation.

- (4) Country Radial Areas

An employer whose business or branch or section thereof is established in any place (other than on a construction site) outside the area mentioned in subclause (2) of this clause for the purpose of engaging in construction work therefrom shall in respect to employees engaged for work for that establishment, pay the allowance therein mentioned for work located within a radius of 50 kilometres from the post office nearest the establishment.

Where the employer has an establishment in more than one such place the establishment nearest the employee's nominated residence shall be the establishment that shall be taken into account, and employees shall be entitled to the provisions of subclause (5) of this clause when travelling to a job outside the radial area of the establishment nearest his/her residence.

- (5) Travelling Outside Radial Areas

Where an employee travels daily from inside any radial area mentioned in subclauses (2), (3) or (4) of this clause to a job outside that area, he/she shall be paid :-

- (a) the allowance prescribed in subclause (2) of this clause;
- (b) in respect of travel from the designated radius to the job and return to that radius -

- (i) the time outside ordinary working hours reasonably spent in such travel calculated at ordinary hourly "on site" rates to the next quarter of an hour with a minimum payment of one-half an hour per day for each return journey;
- (ii) any expenses necessarily incurred in such travel, which shall be 45 cents per kilometre where the employee uses his/her own vehicle.

(6) Residing Outside Radial Areas

An employee whose residence is outside the radial areas prescribed in subclauses (2), (3) or (4) of this clause shall be entitled to the allowance prescribed in subclause (2) of this clause but not to the provisions of paragraph (b) of subclause (5) of this clause.

(7) Travelling Between Radial Areas

The provisions of subclause (5) of this clause shall apply to an employee who is required by the employer to travel daily from one of the areas mentioned in subclauses (2) and (4) of this clause to an area, or another area, mentioned in subclauses (2) and (4) of this clause.

(8) Provision of Transport

The allowance prescribed in this clause, except the additional payment prescribed in paragraph (b) of subclause (5) and in subclause (7) of this clause shall not be payable on any day which the employer provides or offers to provide transport free of charge from the employee's home to his/her place of work and return; provided that any transport supplied is equipped with suitable seating accommodation and is covered when necessary so as to be weatherproof.

(9) Work in Fabricating Yard

When an employee is required to perform prefabricated work in an open yard and is then required to erect or fix on site, the provisions of this clause shall apply.

(10) Requirement to Transfer

As required by the employer, employees shall start and cease work on the job at the usual commencing and finishing times within which ordinary hours may be worked and shall transfer from site to site as directed by the employer.

(11) Transfer During Working Hours

An employee transferred from one site to another during working hours shall be paid for the time occupied in travelling and, unless transported by the employer, shall be paid reasonable cost of fares by most convenient public transport between such sites.

Where an employer requests an employee to use his/her own vehicle to effect such a transfer and the employee agrees to do so the employee shall be paid an allowance at the rate of 85 cents per kilometre.

(12) Daily Entitlement

The travelling allowances prescribed in this clause shall not be taken into account in calculating overtime, penalty rates, annual or sick leave, but shall be payable for any day upon which the employee in accordance with the employer's requirements works or reports for work or allocation of work and the paid day off as prescribed by Clause 13(1) and Clause 18(4).

(13) Apprentices

An apprentice's entitlement to allowances prescribed under subclauses (2), (3) or (4) of this clause herein shall be in accordance with the following scale :-

On first year rate - 75 per cent of amount prescribed

On second year rate - 85 per cent of amount prescribed

On third year rate - 90 per cent of amount prescribed

On fourth year rate - 95 per cent of amount prescribed

The foregoing amounts shall be calculated to the nearest five cents, two cents and less to be disregarded.

12B. - FARES AND TRAVELLING - PLUMBERS ONLY

The provisions of this clause shall apply to plumbers and apprentice plumbers in lieu of the provision of Clause 12A. - Fares and Travelling (Except Plumbers) covered by this Award.

When required by the employer, plumbers and apprentice plumbers shall start and/or cease work on the job site at the usual commencing and finishing times within which ordinary hours may be worked and shall be paid the following allowances:

(1) Travel in own time and/or from work site:

An employee who is required to travel in his/her own time to or from the work site within the defined radius from the respective centre (as defined) shall receive an allowance of one quarter of an hour per day calculated at ordinary time rates travelling time in addition to the amount of fares as defined for each day on which he/she presents himself/herself for work on the job. However, where the employer provides or offers to provide transport with suitable seating accommodation free of charge from an agreed picking up place to his/her place of work the fares shall not be payable.

(2) Travel beyond defined radius

When working on jobs beyond the defined radius from the centre (as defined) the fares as defined and one quarter of an hour travelling time plus an allowance for travelling time calculated at the ordinary time rate of pay for the time required to travel to the job site and back from and to the defined radius and calculated at a speed not exceeding the legal speed limit and with a minimum payment of a quarter of an hour for each such journey.

Where an employee provides his/her own transport, an additional allowance of 45 cents per kilometre shall be payable for the distance involved in travelling beyond the defined radius and return thereto, which shall compensate for any fares incurred by public transport

(3) Transport During Working Hours

Where an employee is required by an employer to travel to any other job site during the course of his/her daily engagement he/she shall be paid all fares necessarily incurred except where transport is provided by the employer to and from such site, and all time spent in such travel shall be regarded as time worked.

Provided that where an employer requests an employee to use his/her own car to effect such a transfer and such employee agrees to do so the employee shall be paid an allowance at the rate of 85 cents per kilometre.

(4) Commencing and finishing at workshop

In the case of an employee who is normally required to report for and finish work at his/her employer's workshop and is transported to and from any job by his/her employer no allowance shall be paid.

(5) Definitions:

(a) Radius and Fares:-

The radius shall be 50 kilometres and the fares shall be \$10.20 per day.

- (b) Centre for Employment:
- (i) The employer's normal base establishment or workshop; or
 - (ii) The G.P.O. Perth for all employers whose base establishment or workshop is within the defined radius from the said G.P.O.; or
 - (iii) The local Post Office closest to the employer's establishment or workshop beyond the defined radius of the G.P.O. Perth.
 - (iv) In the case of an employee sent to distant work (as defined) the place at which such employee is domiciled with the approval of their employer, for that distant work.
 - (v) An employer having selected (i), (ii) or (iii) hereof as the centre shall not change that centre without one month's prior notice to each employee.

13. - HOURS

- (1) Except as provided elsewhere in this Award the ordinary hours shall be 38 per week to be worked in accordance with the following provisions for a four-week work cycle:

- (a) The ordinary working hours shall be worked in a 20 day four week cycle, Monday to Friday inclusive, with 19 days of eight hours each, between the hours of 7.00 a.m. and 6 p.m., with 0.4 of one hour on each day worked accruing as an entitlement to take the fourth Monday in each cycle as a day off paid for as though worked including the appropriate allowance as prescribed in Clause 12A and 12B.

No later than 1st October 1987 and each year thereafter, the Employer Associations and the Building Trades Association of Unions of Western Australia (Association of Workers) will meet to programme the calendar, ensuring rostered days off fall together with public holidays as prescribed in Clause 17. - Holidays and Holiday Work, where appropriate.

Paid rostered days off shall be accrued by all employees in the following manner:

A rostered day off shall be taken as follows -

On the 4th Monday in each four week cycle, except where it falls on a public holiday, in which case the next working day shall be taken in lieu unless another alternate day in the current or next four week cycle is agreed in writing between the employer and the employee (or the Employer Associations and the Building Trades Association of Unions of Western Australia (Association of Workers) to be the rostered day off, or to coincide with the public holiday.

Provided that by agreement in writing between an employer and his employee(s), an alternate day in the four week cycle may be substituted for the fourth Monday as the day off paid as though worked, and where such agreement is reached all provisions of this Award shall apply as if such day was the prescribed fourth Monday.

Provided where such agreement is reached the following procedures shall apply:

- (i) The employer shall, within 24 hours from when he reaches agreement with his employee(s) notify by letter or telegram, the unions registered to represent all the occupations he has working on the site (and who have reached agreement with him) of the decision to vary the rostered day off.

- (ii) The employer shall also inform all registered organisations of employers to which he belongs (and which is respondent to this Award) of this agreement.
- (iii) A period of 5 ordinary working days shall be allowed to pass from the day on which the employer informs the unions, before the agreement is implemented.
- (iv) Such an agreement shall be put into effect after the passage of 5 days period of notice unless a union(s) registered to represent occupation(s) on the site refers the matter to a Board of Reference in which event the agreement will not be implemented until a decision is made by such a Board or a further period of 5 ordinary working days has passed, whichever is the shorter.

Any arrangement made regarding the substituted day, shall be made at least 7 days prior to the date of the rostered day off.

Provided further that 13 rostered days off are taken by an employee for every 12 months continuous service.

- (b) Ordinary hours may be worked under any alternate arrangement agreed in writing between the employer, his/her employees and the union or unions concerned or, in default of agreement, as may be determined by the Board of Reference.
- (c) Where such fourth Monday or agreed rostered day prescribed by paragraph (a) above falls on a holiday as prescribed in Clause 17. - Holidays and Holiday Work, the next working day shall be taken in lieu of the rostered day off unless an alternate day in that four-week cycle or the next is agreed in writing between the employer and the employee.
- (d) An employee who has not worked a complete 19-day four-week cycle shall receive pro-rata accrued entitlements for each day worked or regarded as having been worked in such cycle payable for the rostered day off or, in the case of termination of employment on termination.
- (e) The accrued rostered day prescribed in paragraphs (a) and (c) shall be taken as a paid day off provided that the day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project, in which case, in addition to accrued entitlements, the employee shall be paid as follows:-
 - (i) From 24th May, 1982 to 1st January, 1983 - for work performed in ordinary hours at the rate of time and a half, and for work outside ordinary hours, at the rate of double time.
 - (ii) From 1st January, 1983 - penalty rates and provisions as prescribed for Saturday work in Clause 16. - Weekend Work.
- (f) For the purposes of paragraph (a) herein days not worked but taken as paid leave, pursuant to the provision of Clause 17. - Holidays and Holiday Work, Clause 22. - Annual Leave, Clause 23. - Sick Leave, Clause 25. - Bereavement Leave or Clause 27. - Jury Service, shall be deemed to be days worked during the four week cycle.

(2) Meal Break

There shall be a cessation of work and of working time for the purpose of a meal on each day, of no less than 30 minutes, to be taken between noon and 1.00 p.m.

(3) Early Start

Provided that by agreement between the employer, his/her employees and the appropriate union the working day may begin at 6.00 a.m. or at any other time between that hour and 8.00 a.m. and the

working time shall then begin to run from the time so fixed, with a consequential adjustment to the meal cessation period.

(4) Variation of Meal Breaks

Provided further that where, because of the area of location of a project, the majority of on-site employees on the said project request, and agreement is reached, the period of the meal break may be extended to not more than 45 minutes with a consequential adjustment to the daily time of cessation of work, subject to the following procedure being observed.

- (a) The employer shall, within 24 hours from when he/she reaches agreement with his/her employees, notify by letter or telegram, the unions registered to represent all the occupations he/she has working on the site (and who have reached agreement with him) of the site decision to vary the meal break.
- (b) The employer shall also inform any registered unions of employers to which he/she belongs of this agreement.
- (c) A period of five ordinary working days shall be allowed to pass from the day on which the employer informs the unions, before the agreement is implemented.
- (d) Such an agreement shall be put into effect after passage of the five days' period of notice unless a party to the award with membership involved in the agreement refers the matter to a Board of Reference in which event the agreement will not be implemented until a decision is made by such a Board or a further period of five ordinary working days has passed, whichever is the shorter.

14. - REST PERIODS AND CRIB TIME

- (1) An employee who has worked continuously (except for meal or crib times allowed by this award) for twenty hours shall not be required to continue at or recommence work for at least twelve hours.
- (2) There shall be allowed, without deduction of pay, a rest period of ten minutes between 9.00 a.m. and 11.00 a.m.
- (3) When an employee is required to work overtime after the usual ceasing time for the day or shift for two hours or more, he/she shall be allowed to take, without deduction of pay, a crib time of twenty minutes in duration immediately after such ceasing time and thereafter, after each four hours of continuous work, he/she shall be allowed to take also, without deduction of pay, a crib time of thirty minutes in duration. In the event of an employee remaining at work after the usual ceasing time without taking the crib time of twenty minutes and continuing at work for a period of two hours or more, he/she shall be regarded as having worked twenty minutes more than the time worked and be paid accordingly.

For the purpose of this subclause "usual ceasing time" is at the end of ordinary hours inclusive of any time worked for accrual purposes as prescribed in Clause 13(1) - Hours or Clause 18(4) - Shift Work.

- (4) Where shift work comprises three continuous and consecutive shifts of eight hours each per day, a crib time of twenty minutes in duration shall be allowed without deduction of pay in each shift, such crib time being in lieu of any other rest period or cessation of work elsewhere prescribed by this award.
- (5) The provisions of subclauses (2), (3) and (4) of this clause shall not be applicable to the case of an employee who is allowed the rest periods prescribed in paragraphs (b) and (c) of subclause (1) of Clause 9. - Special Rates and Provisions.

15. - OVERTIME

- (1) All time worked beyond the ordinary time of work inclusive of any time worked for accrual purposes as prescribed in Clause 13(1) - Hours or Clause 18(4) - Shift Work of this award shall be paid for at the rate of one and a half times ordinary rates for the first two hours thereof and at double time thereafter.
- (2) An employee recalled to work overtime after leaving his/her employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rates for each time he/she is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he/she was recalled to perform is completed within a shorter period.

This subclause shall not apply in cases where it is customary for an employee to return to his/her employer's premises to perform a specific job outside his/her ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

- (3) If an employer requires an employee to work during the time prescribed by Clause 13. - Hours or Clause 18. - Shift Work of this award for cessation of work for the purpose of a meal, he/she shall allow the employee whatever time is necessary to make up the prescribed time of cessation, and the employee shall be paid at the rate of double time for the period worked between the prescribed time of cessation and the beginning of the time allowed in substitution for the prescribed cessation time; provided however, that the employer shall not be bound to pay in addition for the time allowed in substitution for the cessation time; and provided also that if the cessation time is shortened at the request of the employee to the minimum of thirty minutes prescribed in Clause 13. - Hours or Clause 18. - Shift Work of this award or to any other extent (not being less than thirty minutes) the employer shall not be required to pay more than the ordinary rates of pay for the time worked as a result of such shortening, but such time shall form part of the ordinary working time of the day.
- (4) No apprentice under the age of eighteen years shall be required to work overtime or shift work unless he/she so desires. No apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent his/her attendance at Technical School, as required by any statute, award or regulation applicable to him.
- (5) When an employee, after having worked overtime and/or a shift for which he/she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available the employer shall provide him/her with conveyance to his/her home or to the nearest public transport.
- (6) An employee who works so much overtime:
 - (a)
 - (i) between the termination of his/her ordinary work day or shift and the commencement of his/her ordinary work in the next day or shift, that he/she has not at least ten consecutive hours off duty between these times;
 - (ii) or on Saturdays, Sundays and holidays, not being ordinary working days or on a rostered day off, without having had ten consecutive hours off duty in the twenty-four hours preceding his/her ordinary commencing time on his/her next ordinary day or shift, shall, subject to this subclause, be released after completion of such overtime until he/she has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (b) If, on the instructions of his/her employer, such employee resumes or continues to work without having had such ten consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (c) The provisions of this subclause shall apply in the case of shift employees as if eight hours were substituted for ten hours when overtime is worked -
 - (i) for the purpose of changing shift rosters; or

- (ii) where a shift employee does not report for duty and a day worker or a shift employee is required to replace such shift employee; or
 - (iii) where a shift is worked by arrangement between the workers themselves.
- (7) An employer may require any employee to work reasonable overtime.

16. - WEEKEND WORK

- (1) Overtime work on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday shall be paid for at the rate of double time.
- (2) All time worked on Sundays shall be paid for at the rate of double time.
- (3) An employee required to work overtime on a Saturday or to work on a Sunday shall be afforded at least three hours' work on a Saturday or four hours' work on a Sunday or shall be paid for three hours' work on a Saturday or four hours' work on a Sunday at the appropriate rate.
- (4) An employee working overtime on Saturday, or working on a Sunday, shall be allowed, without deduction of pay, a rest period of ten minutes between 9.00 a.m. and 11.00 a.m.
- (5) An employee working overtime on a Saturday, or working on a Sunday, shall be allowed a paid crib time of twenty minutes after four hours' work, to be paid for at the ordinary rate of pay but this provision shall not prevent any arrangements being made for the taking of a thirty minute meal period, the time in addition to the paid twenty minutes being without pay.

In the event of an employee being required to work in excess of a further four hours, he/she shall be allowed to take a paid crib time of thirty minutes which shall be paid at the ordinary rate of pay.

17. - HOLIDAYS AND HOLIDAY WORK

- (1) An employee other than a casual employee shall be entitled to the following holidays without deduction of pay. Provided that if any other day be by a State Act of Parliament or State Proclamation substituted for any of the said holidays, the day so substituted shall be observed.

Provided further that when any of the days mentioned in this subclause falls on a Saturday or a Sunday, the holiday shall be observed on the next succeeding Monday, provided that when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday.

New Year's Day
Australia Day
Good Friday
Easter Monday
Anzac Day
Labour Day
Foundation Day
Union Picnic Day
Christmas Day
Boxing Day

"Union Picnic Day" shall be observed on the day also observed as "Sovereign's Birthday".

- (2) By agreement between any employer and the unions, other days may be substituted for the said days or any of them as to such employer's undertaking.
- (3) Where an additional or substitute holiday is proclaimed by Order in Council or otherwise gazetted by authority of the Australian or State Government under any Act throughout the State or part thereof,

such day shall within the defined locality, be deemed to be a holiday for the purposes of this award; provided that an employee shall not be entitled to the benefit of more than one holiday upon such occasion.

- (4) All work performed on any of the holidays prescribed in this clause or substituted in lieu thereof, shall be paid for at the rate of double time and a half.
- (5)
 - (a) All work performed on the day after Good Friday shall be paid for at the rate of double time and a half.
 - (b) An employee required to work on the Saturday following Good Friday shall be afforded at least four hours work or paid for four hours at the appropriate rate.
- (6) The provisions of subclauses (2), (3), (4), (5) and (6) of Clause 15. - Overtime shall apply in respect of work on a holiday.
- (7) An employee required to work on a holiday shall be afforded at least four hours work or paid for four hours at the appropriate rate.
- (8) Provided that -
 - (a) An employer who terminates the employment of an employee except for reasons of misconduct or incompetency (proof of which shall lie upon the employer) shall pay the employee a day's ordinary wages for each holiday prescribed in subclause (1) of this clause or each holiday in a group as prescribed in paragraph (b) hereof which falls within ten consecutive days after the day of termination.
 - (b) Where any two or more of the holidays prescribed in this award occur within a seven day span, such holidays shall for the purpose of this award be a group of holidays. If the first day of the group of holidays falls within ten consecutive days after termination, the whole group shall be deemed to fall within the ten consecutive days.

Christmas Day, Boxing Day and New Year's Day shall be regarded as a group.
 - (c) No employee shall be entitled to receive payment from more than one employer in respect of the same public holiday or group of holidays.
 - (d) The employee has worked as required by his/her employer the working day immediately before and the working day immediately after such a holiday or is absent with the permission of his/her employer or is absent with reasonable causes. Absence arising by termination of employment by the worker shall not be reasonable cause.

18. - SHIFT WORK

- (1) For the purposes of this clause:-

"Afternoon shift" means a shift finishing at or after 9.00 p.m. and at or before 11.00 p.m.

"Night shift" means a shift finishing after 11.00 p.m. and at or before 7.00 a.m.

Early morning shift" means a shift finishing after 12.30 p.m. and before 2.00 p.m.

"Early afternoon shift" means a shift finishing after 7.30 p.m. and before 9.00 p.m.
- (2) Other than work on a Saturday, Sunday or holiday, the rate of pay for afternoon or night shift shall be time and a half and the rate for early morning and early afternoon shift shall be time and a quarter, provided that the employee is employed continuously for five shifts Monday to Friday in any week. The observance of a holiday in any week shall not be regarded as a break in continuity for the purpose of this subclause.

- (3) An employee who is employed for less than five consecutive shifts Monday to Friday shall be paid for each day he/she works on any of this shifts referred to in subclause (2) above at the rate of time and a half for the first two hours and double time thereafter provided that when a job finishes after proceeding on shift work for more than one week, or the employee terminates his/her services during the week, he/she shall be paid at the rate specified in subclause (2) of this clause for the time actually worked.
- (4) (a) The ordinary hours of both afternoon and night shifts shall be eight hours daily inclusive of meal breaks. Provided that where shift work comprises three continuous and consecutive shifts of eight hours each per day, a crib time of twenty minutes in duration shall be allowed without deduction of pay in each shift, such crib time being in lieu of any other rest period or cessation of work elsewhere prescribed by this award.

Employees on shift work shall accrue 0.4 of one hour for each eight hour shift worked to allow one complete shift to be taken off as a paid shift for every 20 shift cycle. This 20th shift shall be paid for at the appropriate shift rate as prescribed by this clause.

Except as provided above, employees not working a complete four week cycle shall be paid accrued pro-rata accrued entitlements for each shift worked on the programmed shift off or, in the case of termination of employment, on termination.

The employer and employees shall agree in writing upon arrangements for rostered paid days off during the 20 day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract provided that such accumulation shall be limited to no more than 5 such accrued days before they are taken as paid days off and when taken, the days shall be regarded as days worked for accrual purposes in the particular 20 shift cycle.

Once such days have been rostered they shall be taken as paid days off provided that where an employer, for emergency reasons requires an employee to work on his/her rostered day off, he/she shall be paid, in addition to his/her accrued entitlement, the penalty rates prescribed in subclause (8) of this clause.
- (b) For the purpose of this clause an employee shall not be required to work for more than five hours without a meal break.
- (5) An employee shall be given at least forty-eight hours' notice of a requirement to work shift work.
- (6) The hours for shift employees when fixed, shall not be altered except for breakdowns or other causes beyond the control of the employer, provided that notice of such alteration shall be given to the employee not later than ceasing time of the previous shift.
- (7) For all work performed on a Saturday, Sunday or a holiday the provisions of Clause 15. - Overtime, Clause 16. - Weekend Work and Clause 17. - Holidays and Holiday Work shall be applicable in lieu of the rates prescribed in this clause.
- (8) Work in excess of shift hours, Monday to Friday, other than holidays shall be paid for at double time, provided that these rates shall be based in each case on ordinary rates.
- (9) Shift work hours shall be worked between Monday to Friday inclusive provided that an ordinary night shift commencing before, and extending beyond midnight Friday, shall be regarded as a Friday shift.
- (10) The variations to this clause, operate 1st July, 1982, shall not apply so as to reduce the rates of pay and/or conditions of work of any employee.

19. - INCLEMENT WEATHER

- (1) (a) Should a portion of the project be affected by inclement weather, all other employees not so affected shall continue working in accordance with the appropriate award provisions, regardless that some employees may be entitled to cease work due to inclement weather.
- (b) Should a portion of the project be affected by inclement weather, employees can be transferred to another work location under cover on the site or to another site in accordance with the award provisions prescribed herein.
- (c) Definition - Inclement Weather: "Inclement Weather" shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme of high temperature or the like, or any combination thereof) by virtue of which it is either not reasonable or not safe for employees exposed thereto to continue working whilst the same prevail.

(2) Conference Requirement and Procedure

The employer, or his/her representative, shall, when requested by the employees or a representative of the employees, confer (within a reasonable period of time which should not exceed 30 minutes) for the purposes of determining whether or not conditions are inclement. Weather shall not be regarded as inclement unless it is agreed at such conference.

Provided that if the employer or his/her representative refuses to confer within such reasonable period, employees shall be entitled to cease work for the rest of the day and be paid inclement weather.

(3) Restrictions on Payments

An employee shall not be entitled to payment for inclement weather as provided for in this clause unless he/she remains on the job until the provisions set out in this clause have been observed.

(4) Entitlement to Payment

An employee shall be entitled to payment by his/her employer for ordinary time lost through inclement weather for up to 32 hours in every period of 4 weeks.

For the purpose of this subclause the following conditions shall apply:

- (a) The first period shall be deemed to commence on the 7th January, 1980, and subsequent periods shall commence at 4 weekly periods thereafter.
- (b) The employee shall be credited with 32 hours at the commencement of each 4 weekly period.
- (c) The number of hours at the credit of any employee at any time shall not exceed 32 hours.
- (d) If an employee commences employment during a 4 weekly period he/she shall be credited 32 hours where he/she commences on any working day within the first week; 24 hours where he/she commences on any working day within the second week; 16 hours where he/she commences on any working day within the third week; and 8 hours where he/she commenced on any working day within the fourth week.
- (e) No employee shall be entitled to receive more than 32 hours' inclement weather payment in any period of 4 weeks.
- (f) The number of hours credited to any employee under this clause shall be reduced by the number of hours for which payment is made in respect of lost time through inclement weather.
- (g) Payment under this clause shall be weekly.

(5) Transfers

- (a) Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site which is not affected by inclement weather subject to the following:-
 - (i) No employee shall be transferred to an area not affected by inclement weather unless there is work available in his/her trade.
 - (ii) Employees may be transferred from one location on a site to work in areas which are not affected by conditions of inclement weather even though there may not be work for all employees in such areas.
 - (b) No employee shall be transferred during inclement weather from one site to another, except where such transfer is effected within 4 hours of the usual starting time and the employer provides, where necessary, transport. Provided that transfers of employees engaged on single houses within Estate Housing projects, may be effected at any time during working hours.
- (6) Completion of Concrete Pours and Emergency Work
- (a) Except as provided in this subclause an employee shall not work or be required to work in the rain.
 - (b) Employees shall not be required to start a concrete pour in inclement weather.
 - (c) Where a concrete pour has been commenced prior to the commencement of a period of inclement weather employees may be required to complete such concrete pour to a practical stage and for such work shall be paid at the rate of double time calculated to the next hour, and in the case of wet weather shall be provided with adequate wet weather gear.
- If an employee's clothes become wet as a result of working in the rain during a concrete pour he/she shall, unless he/she has a change of dry working clothes available, be allowed to go home without loss of pay.
- (d) The provision of paragraph (c) of this subclause shall also apply in the case of emergency work where the employees concerned and their delegate agree that the work is of an emergency nature and can start and/or proceed.
- (7) Cessation and Resumption of Work
- (a) At the time employees cease work due to inclement weather the employer or his/her representative on site and the employees' representative shall agree and note the time of cessation of work.
 - (b) After the period of inclement weather has clearly ended the employees shall resume work and the time shall be similarly agreed and noted.
 - (c) Safety
- Where an employee is prevented from working at his/her particular function as a result of unsafe conditions caused by inclement weather, he/she may be transferred to other work in his/her trade on site, until the unsafe conditions are rectified. Where such alternative work is not available and until the unsafe conditions are rectified, the employee shall remain on site. He shall be paid for such time without reduction of his/her inclement weather entitlement.
- (8) Additional Wet Weather Procedure
- (a) Remaining on Site:

Where, because of wet weather, the employees are prevented from working :-

 - (i) for more than an accumulated total of 4 hours of ordinary time in any one day; or

- (ii) after the meal break, as provided in Clause 13. - Hours for more than an accumulated total of 50% of the normal afternoon work time; or
- (iii) during the final 2 hours of the normal work day for more than an accumulated total of 1 hour,

the employer shall not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances.

Provided that where, by agreement between the employer and/or his/her representative and the employees' representative the men remain on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the employees' hours.

Provided further that wet time occurring during overtime shall not be taken into account for the purposes of this subclause.

(b) Rain at Starting Time

Where the employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they shall not be required to go to work in a dry area unless :-

- (i) the rain stops; or
- (ii) a covered walk-way has been provided; or
- (iii) the sheds are under cover and the employees can get to the dry area without going through the rain; or
- (iv) adequate protection is provided. Protection shall, where necessary, be provided for the employee's tools.

For the purposes of the clause, a "dry area" shall mean a work location that has not become saturated by rain or where water would not drip on the employees.

(9) Non-Reduction

Nothing in this clause shall prejudice any inclement weather agreement on any project under construction where the conditions are more favourable to the employees.

20. - MEAL ALLOWANCE

An employee required to work overtime for at least one and a half hours after working ordinary hours inclusive of any time worked for accrual purposes as prescribed in clauses 13(1) or 18(4) shall be paid by his/her employer an amount of \$11.55 to meet the cost of a meal.

Provided that this clause shall not apply to an employee who is provided with reasonable board and lodging or who is receiving a distant work allowance in lieu thereof as provided for in subclause (3) of Clause 21. - Living Away From Home - Distant Work and is provided with a suitable meal.

21. - LIVING AWAY FROM HOME - DISTANT WORK

(1) Qualification

An employee shall be entitled to the provisions of this clause when employed on a job or construction work at such a distance from his/her usual place of residence that he/she cannot reasonably return to that place each night under the following conditions:

- (a) The employee is not in receipt of Relocation Benefits through the Commonwealth Employment Service.
- (b) The employee is maintaining a separate place of residence to which it is not reasonable to expect him/her to return each night; and
- (c) The employee on being requested by the employer informs the employer, at the time of engagement, that he/she maintains a separate place of residence from the address recorded on the job application.

Subject to Clause 21(2) an employee is regarded as bound by the Statement of his/her address and no entitlement shall exist if unknowingly to the employer he/she wilfully and without duress made a false statement in relation to the above.

(2) Employee's Address

- (a) The employer shall require and the applicant shall provide the employer with the following information, in writing, at the time of engagement:
 - (i) The address of the place of residence at the time of application; and
 - (ii) The address of the separately maintained residence, if applicable.

Provided, however, that the employer shall not exercise undue influence, for the purpose of avoiding its obligations under the award. In persuading the prospective employee to insert a false address.

- (b) No subsequent change of address shall entitle an employee to the provisions of this clause unless the employer agrees.
- (c) Documentary proof of address such as a long service leave registration card or driver's licence may be accepted by an employer as proof of the employee's usual place of residence.
- (d) The address of the employee's usual place of residence and not the place of engagement shall determine the application of this clause.

Any dispute arising in respect of this clause shall be referred to a Board of Reference.

(3) Entitlement

Where an employee qualifies under subclause (1) of this clause the employer shall either:-

- (a) Provide the employee with reasonable board and lodging; or
- (b) Pay an allowance of \$402.20 per week of seven days but such allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or ending of employment on a distant job the allowance shall be \$57.55 per day.

Provided that the foregoing allowances shall be increased if the employee satisfies the employer that he/she reasonably incurred a greater outlay than that prescribed. In the event of disagreement the matter may be referred to a Board of Reference for determination; or

- (c) in circumstances prescribed in subclause (7) of this clause, provide camp accommodation and messing constructed and maintained in accordance with subclause (10) of this clause.

"Reasonable board and lodging" shall mean lodging in a well kept establishment with three adequate meals each day, adequate furnishings, good bedding, good floor coverings, good lighting and heating and with hot and cold running water, in either a single room or a twin room if a single room is not available.

(4) Travelling Expenses

An employee who is sent by his/her employer or selected or engaged by an employer or agent to go to a job which qualifies him/her to the provision of this clause shall not be entitled to any of the allowances prescribed by Clause 12A. - Fares and Travelling (Except Plumbers) covered by this Award, and Clause 12B. - Fares and Travelling Time - Plumbers Only, of this award for the period occupied in travelling from his/her usual place of residence to the distant job, but in lieu thereof shall be paid:

(a) Forward Journey -

- (i) For the time spent in so travelling, at ordinary rates up to a maximum of eight hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
- (ii) For the amount of a fare on the most common method of public transport to the job (bus, economy air, second class rail with sleeping berths if necessary, which may require a first class rail fare), and any excess payment due to transporting his/her tools if such is incurred.
- (iii) For any meals incurred while travelling at \$11.55 per meal.

Provided that the employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues his/her employment within two weeks of commencing on the job and who does not forthwith return to his/her place of engagement.

(5) Daily Fares Allowance

An employee engaged on a job which qualifies him/her to the provisions of this clause and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) shall be paid the allowance prescribed by Clause 12A. - Fares and Travelling (Except Plumbers) covered by this Award, and Clause 12B. - Fares and Travelling Time - Plumbers Only, of this award.

- (6) (a) Weekend Return Home: An employee who works as required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the employer or his/her representative, no later than Tuesday of each week, of his/her intention to return to his/her usual place of residence at the weekend and who returns to his/her usual place of residence for the weekend, shall be paid an allowance of \$31.70 for each occasion
- (b) Paragraph (a) of this subclause shall not apply to an employee who is receiving the payment prescribed in subclause (3) of this clause in lieu of board and lodging being provided by the employer or who is receiving a camping allowance as prescribed in paragraph (b) of subclause (7) of this clause.
- (c) When an employee returns to his/her usual place of residence for a weekend or part of a weekend and does not absent himself/herself from the job for any of the ordinary working hours, no reduction of the allowance prescribed in paragraph (b) of subclause (3) of this clause shall be made.

(7) Construction Camps

(a) Camp Accommodation

Where an employee is engaged on the construction of projects which are located in areas where suitable board and lodging as defined in subclause (3) of this clause is not available, or

where the size of the workforce is in excess of the available accommodation or where continuous concrete pour requirements of the project or the working shifts necessitate camp accommodation and where, because of these circumstances, it is necessary to house the employees in a camp, such camp shall be constructed and maintained in accordance with subclause (10) of this clause.

- (b) **Camping Allowance:** An employee living in a construction camp where free messing is not provided shall receive a camping allowance of \$159.80 for every complete week he/she is available for work. If required to be in camp for less than a complete week he/she shall be paid \$22.95 per day including any Saturday or Sunday if he/she is in camp and available for work on the working days immediately preceding and succeeding each Saturday and Sunday. If an employee is absent without the employer's approval on any day, the allowance shall not be payable for that day and if such unauthorised absence occurs on the working day immediately preceding or succeeding a Saturday or Sunday, the allowance shall not be payable for the Saturday or Sunday.

- (c) **Camp Meal Charges**

Where a charge is made for meals in a construction camp, such charge shall be fixed by agreement between the parties.

(8) **Rest and Recreation**

- (a) **Rail or Road Travel**

An employee who proceeds to a job which qualifies him/her to the provisions of this clause, may, after two months' continuous service thereon and thereafter at three monthly periods of continuous service thereof, return to his/her usual place of residence at the weekend. If he does so, he shall be paid the amount of a bus or second class return railway fare to the bus or railway station nearest his/her usual place of residence on the pay day which immediately follows the date on which he returns to the job; provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend

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 two or three months as herebefore mentioned, then the provisions of this paragraph shall not be applicable.

- (b) **Air Travel**

- (i) Notwithstanding any other provisions contained in paragraph (a) of this subclause and in lieu of such provisions, the following conditions shall apply to an employee who qualifies under subclause (1) of this clause and where such construction work is located north of 26th parallel of south latitude or in any other area to which air transport is the only practicable means of travel, an employee may return home after four months' continuous service and shall in such circumstances be entitled to two days' leave with pay in addition to the weekend.

Thereafter the employee may return to his/her usual place of residence after each further period of four months' 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 four months as hereinbefore mentioned, then the provisions of this paragraph shall not be applicable.

- (ii) Employees shall be entitled in accordance with this subclause 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; unless an employee has been sent by his/her employer, or selected or engaged by the employer or agent, to go to such job from a place which is a greater distance from the job than Perth and the employee returns to that place, in which event reimbursement shall include the return air fare for the greater distance.

(c) Limitation of Entitlement

An employee shall be entitled to the provisions of either paragraph (a) or paragraph (b) herein and such option shall be established by agreement as soon as practicable after commencing on distant work. 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).

(d) Service Requirements

For the purpose of this subclause service shall be deemed to be continuous notwithstanding an employee's absence from work as prescribed in this clause or as prescribed in subclause (6) of Clause 22. - Annual Leave.

(e) Variable Return Home

In special circumstances, and by agreement with the employer, the return to 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.

(f) 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.

(9) Termination

An employee shall be entitled to notice of termination in sufficient time to arrange suitable transport at termination or shall be paid as if employed up to the end of the ordinary working day before transport is available.

(10) Construction Camp Standards

(a) Construction camps, as referred to in subclause (7) of this clause shall comply with the following standards:-

- (i) The camp shall provide for accommodation in single rooms, of dimensions not less than 14 cubic metres per man and shall have a timber, aluminium or similar floor with floor covering provided. Each room shall be furnished with reasonable sleeping accommodation including a mattress, pillow and blankets together with a table or reasonable substitute therefor, a seat and a wardrobe for each person.
- (ii) Each room shall be fitted with a door and moveable window of reasonable dimensions fitted with a gauze screen. Each room shall be ceiled and lined. Good artificial lighting shall be provided in each room.
- (iii) Except where corridor type barracks are provided a verandah shall be constructed in front of each room. Where reasonably required, provisions shall be made for the heating of rooms or cooling by fan.

- (iv) Provision shall be made in the camp for reasonable washing facilities including hot and cold showers. Reasonable provisions shall be made for the washing of clothes. Toilets shall be adequate and sewered where possible situated within reasonable distance from the living quarters, access to which shall be by properly lighted paths.

Provision shall be made for the effluent from the kitchen, laundry and showers to be carried away in closed pipes and dispersed in such a way as to avoid any risk to health. In any such camp messing shall be made available by the employer with provisions for a choice of meals.

- (b) Where construction camp accommodation is not provided and the employer provides caravan accommodation the employer and the unions shall confer as to reasonable standards for such accommodation. In the absence of agreement being reached the matter shall be referred to the Western Australian Industrial Commission.

(11) Alternative Paid Day Off Procedure

If the employer and the employee so agree in writing, the paid rostered day as prescribed in Clause 13(1) - Hours, may be taken and paid for in conjunction with and additional to, rest and recreation leave as prescribed in subclause (8) of this clause, or at the end of the project, or on termination, whichever comes first.

22. - ANNUAL LEAVE

(1) Period of Leave

Subject to the provisions of subclauses (2), (4) and (5) of this clause a period of 28 consecutive days, exclusive of any holiday occurring during the period shall be given and taken as leave annually to all employees other than casual employees after 12 months' continuous service (less the period of annual leave) with an employer.

(2) Method of Taking Leave

- (a) Either 28 consecutive days, or two separate periods of not less than 7 consecutive days in all cases exclusive of any holiday occurring therein, shall be given and taken within 6 months from the date when the right to annual leave accrued.
- (b) Where an employee requests that leave be allowed in one continuous period such request shall not be unreasonably refused. In the event of lack of agreement between the parties the matter shall be referred to a Board of Reference.
- (c) In circumstances where a holiday falls within 1 day of a weekend or another holiday the provisions of paragraph (a) hereof may be altered by agreement between the employer and a majority of employees affected under this award to provide that a single day of annual leave entitlement may be granted on the day between the said holiday and/or weekend.
- (d) Where annual leave is proposed to be given and taken in 2 periods, one of which is to be in conjunction with the Christmas and New Year holidays, representatives of the employers and employees, parties to this award, shall meet not later than the 31st day of July in each year in order to fix the commencing and finishing dates for the following Christmas/New Year period of leave. Where no agreement can be reached between the representatives, the matter shall be referred to the Western Australian Industrial Relations Commission for determination.

(3) Leave Allowed Before Due Date

- (a) An employer may allow an employee to take his/her annual leave prior to the employee's right thereto. 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.

- (b) Where an employer has allowed an employee to take his/her annual leave pursuant to paragraph (a) hereof and the employee's services are terminated (by whatsoever cause) prior to the employee completing the 12 months' continuous service for which leave was allowed in advance, the employer may for each complete week of the qualifying period of 12 months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one fifty-second of the amount of wages paid on account of the annual leave.
- (c) Notwithstanding anything contained in this subclause an employee who has worked for 12 months in the industry with a number of different employers without taking annual leave, shall be entitled to take annual leave and be paid one-twelfth of an ordinary week's wages in respect of each completed 38 hours of continuous service with his/her current employer.

(4) Proportionate Leave on Termination

Where an employee has given five working days' or more continuous service, inclusive of any day off as prescribed by Clause 13(1) - Hours or 18(4) - Shift Work (exclusive of overtime), and he/she either leaves his/her employment or his/her employment is terminated by the employer he/she shall be paid a twelfth of a week's wages for each completed five working days of continuous service with his/her current employer for which leave has not been granted or paid for in accordance with this award.

(5) Broken Service

Where an employee breaks his/her continuity of service by an absence from work for any reason other than a reason set out in subclause (6), the amount of leave to which he/she would have been entitled under subclause (1) shall be reduced by one forty-eighth for each week or part thereof during which any such absence occurs and the amount of payment in lieu of leave to which he/she would have been entitled under subclause (3) shall be reduced by one-twelfth of a week's pay for each week or part thereof during which any such absence occurs.

Provided, however, that no reduction shall be made in respect of any absence unless the employer informs the employee in writing of his/her intentions so to do within fourteen days of the termination of the absence.

(6) Calculation of Continuous Service

For the purposes of this clause service shall be deemed to be continuous notwithstanding an employee's absence from work for any of the following reasons -

- (a) Illness or accident up to a maximum of four weeks after the expiration of paid sick leave.
- (b) Bereavement leave.
- (c) Jury service.
- (d) Injury received during the course of employment and up to a maximum of twenty-six weeks for which he/she received workers' compensation.
- (e) Where called up for military service for up to three months in any qualifying period.
- (f) Any reason satisfactory to the employer or in the event of dispute to the appropriate Board of Reference. Provided that the reason shall not be deemed satisfactory unless the employee has informed the employer within twenty-four hours of the time when he/she was due to attend for work or as soon as practicable thereafter of the reason for the absence and the probable duration thereof.

(7) (a) Payment for Period of Leave

Each employee before going on leave, shall be paid in advance the wages which would ordinarily accrue to him/her during the currency of the leave.

(b) Annual Leave Loading

In addition to the payment prescribed in paragraph (a) hereof an employee shall receive during a period of annual leave a loading of 17 1/2 per centum calculated on the rates, loadings and allowances prescribed in Clause 8. - Rates of Pay and the leading hand rates prescribed in that clause if applicable and Clause 12A. - Fares and Travelling (Except Plumbers) and Clause 12B. - Fares and Travelling - Plumbers Only. The loading prescribed above shall also apply to proportionate leave on lawful termination.

(8) Service Under Previous Award

Service before the date of operation of this award shall be taken into account for the purpose of calculating annual leave but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under any other award superseded by this award.

(9) Annual Close Down

Notwithstanding anything elsewhere contained in the award, an employer giving any leave in conjunction with the Christmas/New Year holidays may, at his/her option, either -

- (a) stand off without pay during the period of leave any employee who has not then qualified under subclause (1) of this clause; or
- (b) stand off for the period of leave any employee who has not then qualified under paragraph (a) hereof and pay him/her pro rata (up to the amount of the leave then given) for the leave for which he/she has qualified on the basis of one-twelfth of an ordinary week's wages in respect of each thirty-eight hours of continuous service (exclusive of overtime) during his/her current qualifying twelve monthly period.

Provided that where an employer at his/her option decides to close down his/her establishment at the Christmas/New Year period for the purpose of giving the whole of the annual leave due to all or the majority of his/her employees then qualified for such leave, he/she shall give at least two months' notice to his/her employees of his/her intention so to do.

(10) Commencement of Leave - Distant Work

If an employee is still engaged on distant work when annual leave is granted and the employee returns to the place of engagement, or if employed prior to going to country work the employee returns to the place regarded as his/her headquarters by the first reasonable means of transport, his/her annual leave shall commence on the first full working day following his/her return to such place of engagement or headquarters as the case may be.

(11) Prohibition of Alternative Arrangements

An employer shall not make payment to an employee in lieu of his/her annual leave or any part thereof except as is provided for in this clause and no contract, arrangement, or agreement shall annul, vary, or vitiate the provisions of this clause whether entered into before or after the commencement of this award.

23. - SICK LEAVE

- (1) An employee other than a casual employee as defined who is absent from his/her work on account of personal illness or on account of injury by accident, other than that covered by workers' compensation,

shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:

- (a) He/she shall within twenty-four hours of the commencement of such absence inform the employer of his/her 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.
- (b) He/she shall prove to the satisfaction of his/her employer (or in the event of dispute a Board of Reference) that he/she was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (c) An employee during his/her first year of employment shall be entitled to sick leave entitlement at the rate of one day at the beginning of each of the first ten calendar months of this first year of employment.

Provided that an employee who has completed one year of continuous employment shall be credited with a further eighty hours' sick leave entitlement at the beginning of his/her second and each subsequent year, which, subject to subclause (5) shall commence on the anniversary of engagement.

- (2) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year he/she has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he/she produces to the employer a certificate of a duly qualified medical practitioner that in his/her, the medical practitioner's, opinion, the employee was unable to attend for duty on account of personal illness or injury. 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. Nothing in this subclause shall limit the employer's right under paragraph (b) of subclause (1) of this clause.

Sick leave with an employer shall accumulate from year to year so that any balance of the period specified in paragraphs (c) and (d) of subclause (1) of this clause which in any year has not been allowed to an employee and subject to the conditions herein prescribed shall be allowed by that employer in a subsequent year, without diminution of the sick leave prescribed in respect of that year.

Provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of 10 years but for no longer from the end of the year in which it accrues.

- (4) Any sick leave for which an employee may become eligible under this award by reason of service with one employer shall not be cumulative upon sick leave for which the employee may become eligible by reason of subsequent service with another employer.
- (5) If an employee is terminated by his/her employer and is re-engaged by the same employer within a period of six months then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

In such case the employee's next year of service will commence after a total of twelve months has been served with that employer excluding the period of interruption in service from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment, as the case may be.

24. - ACCIDENT PAY

- (1) This clause shall apply to all employees covered by this award and the circumstances under which an employee shall qualify for accident pay shall be prescribed hereunder.
- (2) The employer shall pay an employee accident pay where the employee receives an injury for which weekly payments or compensation are payable by or on behalf of the employer pursuant to the provisions of the Workers' Compensation and Assistance Act, 1981 as amended from time to time.

- (3) "Accident Pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the said Workers' Compensation and Assistance Act and the employee's appropriate thirty eight hour award rate, or/and accrued entitlements prescribed by Clauses 13(1) and 18(4) where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said award rate for that period.
- (4) An employer shall pay or cause to be paid accident pay as defined in subclause (3) of this clause during the incapacity of the employee arising from any one injury for a total of twenty-six weeks whether the incapacity is in one continuous period or not.
- (5) The liability of the employer to pay accident pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the said Workers' Compensation and Assistance Act and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident pay as provided in this clause.
- (6) In the event that an employee receives a lump sum in redemption of weekly payments under the said relevant legislation, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.
- (7) An employer may at any time apply to the Western Australian Industrial Relations Commission for exemption from the terms of this clause on the grounds that an accident pay scheme proposed and implemented by that employer contains provisions generally not less favourable to his/her employees than the provisions of this clause.

25. - BEREAVEMENT LEAVE

An employee shall on the death within Australia of a wife, husband, father, mother, brother, sister, child, stepchild, mother-in-law or father-in-law, be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days of work.

Proof of such death shall be furnished by the employee to the satisfaction of his/her employer.

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

Provided further that, with the consent of the employer, which consent shall not be unreasonably withheld, an employee shall, in addition to this entitlement to paid bereavement leave, be entitled to reasonable unpaid bereavement leave up to ten working days in respect of the death within Australia or overseas of a relation to whom the clause applies, and that any dispute as to the granting of unpaid bereavement leave may be referred to a Board of Reference.

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

26. - MATERNITY LEAVE

- (1) Eligibility for Maternity Leave

An employee who becomes pregnant shall, upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:

- (a) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.
 - (b) Maternity leave shall mean unpaid maternity leave.
- (2) Period of Leave and Commencement of Leave
 - (a) Subject to subclauses (3) and (6) hereof, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.
 - (b) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
 - (c) An employee shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.
 - (d) An employer by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
 - (e) An employee shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.
- (3) Transfer to a Safe-Job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (7), (8), (9) and (10) hereof.
- (4) Variation of Period of Maternity Leave
 - (a) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.
 - (b) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.
- (5) Cancellation of Maternity Leave
 - (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
 - (b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.
- (6) Special Maternity Leave and Sick Leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then -
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work
- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.
- (c) For the purposes of subclauses (7), (8) and (9) hereof, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(7) Maternity Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (3) and (6) hereof does not exceed 52 weeks.

- (a) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(8) Effect of Maternity Leave on Employment

Notwithstanding any award, or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of the award.

(9) Termination of Employment

- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(10) Return to Work After Maternity Leave

- (a) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(11) Replacement Employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.
- (e) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months' qualifying period.

27. - JURY SERVICE

Provided that an employee attempts to gain the maximum amount allowable from the Crown Law Department, an employee required to attend for jury service shall be entitled to have his/her pay made up by the employer to equal his/her ordinary pay as for eight hours inclusive of any accrued rights under Clauses 13(1) and 18(4) plus fares whilst meeting this requirement. The employee shall give his/her employer proof of such attendance and the amount received in respect of such jury service.

28. - TIME RECORDS

- (1) In accordance with, and where appropriate in addition to the requirements of the Industrial Relations (General) Regulations 1997, each employer shall keep a record (electronic or mechanical), for each employee, on a separate page for each employee, from which can be readily ascertained the following:
 - (a) the name of each employee and his/her classification;
 - (b) each day worked, the hours worked each day, including time of starting and finishing work each day, overtime hours worked and meal breaks taken;
 - (c) the gross amount of ordinary wages, overtime wages, special rates and specific allowances paid each pay week;
 - (d) the amount of each deduction and the nature thereof;
 - (e) the net amount of ordinary wages and allowances paid each pay week;

- (f) any relevant records which detail taxation deductions and remittances to the Australian Taxation Office, including those payments made as PAYE tax whether under a Group Employer's Scheme or not;
 - (g) the employer's and the employee's Construction & Building Union Superannuation number or other occupational superannuation number and the contribution returns by the employer to the Construction & Building Union Superannuation or other occupational superannuation schemes on behalf of the employee, where such benefit applies; and
- (2) A certificate or other documentation from the Construction Industry Long Service Leave Payments Board which will confirm the employer's registration, the date of the last payment, and the period for which that payment applies;
 - (3) The employer shall record the location of the job if it is outside the Perth Metropolitan area.
 - (4) The employer shall provide evidence of the employer's current Workers Compensation Policy or other satisfactory proof of insurance such as renewal certificate;
 - (5) Subject to subclause (6) of this clause, all records and documentation referred to in subclause (1), (2) and (3), or copies thereof, shall be available for inspection by a duly accredited official under the rules of an organisation of employees bound by this Award during the usual office hours, at the employer's office or other convenient place. This is subject to reasonable notice of not less than 24 hours of the intention to inspect the records being given to the employer by the union or duly accredited union official.
 - (6) Subject to subclause (7) of this clause, and upon request, the employer shall make copies available to the union of the record maintained under subclause (1) of this clause, if the Secretary of the Union reasonably suspects that a breach of the Award has been committed. Copies of the records shall be supplied within 48 hours.
 - (7) The employer may refuse the representative access to the records if the employer:
 - (a) is of the opinion that access to the records by a duly accredited official of the organisation of employees would infringe the privacy of persons who are not members of the union;
 - (b) undertakes to produce the records to an industrial inspector within 48 hours of being notified of the requirements to inspect by the Union official; and
 - (c) complies with the undertaking to produce the records to an industrial inspector.
 - (8) Power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.

29. - PROTECTION OF EMPLOYEES

- (1) The employer shall comply with the provisions of the laws of the State concerning the installation and maintenance of guards for machinery.
- (2) Suitable asbestos sheets and/or coloured glasses shall be provided by the employer for the protection of employees working at oxy-acetylene or electric arc welding.
- (3) Where electric arc operators are working, suitable screens shall be provided in order to protect employees from flash.
- (4) The employer shall provide gas masks for employees engaged upon work where gas is present.
- (5) Employees employed on refractory brickwork shall be x-rayed, if they so require, at the employer's expense and in his/her time, once in each period of six months.

- (6) Employees working in tuberculosis hospitals and homes shall, if a request is made by them, be x-rayed, at the employer's expense and in his/her time, on termination of employment at such tuberculosis hospital or home or each six months, whichever is the sooner.
- (7) An employee shall not be required to use a roller in excess of 30.5 centimetres in width on the painting of ceilings or walls.
- (8) An employee shall not raise or lower a swinging scaffold (other than a bosun's chair) alone and an employer shall not require an employee to raise or lower a swinging scaffold alone.
- (9) An employee shall not be required to carry paint or other materials, the property of the employer, from job to job. By arrangement, brushes may be taken to and from a job by the employee. This provision shall not apply where paint or materials are carried to or from a job in a vehicle belonging to the employer.
- (10) The employer shall provide sufficient facilities for washing and five minutes shall be allowed before lunch and before finishing time to enable employees to wash and put away gear.
- (11) No employee shall be required to use a paint brush exceeding 125 millimetres in width or 277 grams in weight.
- (12) No employee shall be permitted to have a meal in any paint shop or place where paint is stored or used.
- (13) Every employer of a painter, signwriter, plasterer or glazier shall at the request of any such employee provide hand protective paste for the use of such employee.
- (14) The employer shall observe the following procedures when employees are required to use toxic substances covered by paragraph (j) of subclause (1) of Clause 9. - Special Rates and Provisions. Where there is an absence of adequate natural ventilation the employer shall provide ventilation by artificial means and supply an approved type of respirator and/or an approved type of hood with airline attached and in addition the employer shall supply protective clothing as approved by the Health Department; proper washing facilities together with towels, soap and a plentiful supply of hot water shall be available when required.

Where an employee is using materials of the types mentioned in this subclause and such work continues to his/her meal break, he/she shall be entitled to take washing time of ten minutes immediately prior to his/her meal break. Where this work continues to the ceasing time of the day or is finalised at any time prior to the ceasing time of the day, washing time of ten minutes shall be granted. The washing time break or breaks shall be counted as time worked.

30. - AMENITIES

- (1) On each construction site upon which employees covered by this award are employed, the principal contractor or the Project Manager, as the case may be, at the commencement of work on site and until the said work is completed shall be responsible to ensure that no less than the following amenities are provided -
 - (a) A weatherproof shelter shed with the windows flyscreened and capable of being opened.
 - (i) Each shed shall be of a size not less than one square metre of flooring area for each person.
 - (ii) Each shed shall be lined, adequately lit and ventilated (including an extractor fan) and shall have an appropriate washable floor and flystrips on the doorway.
 - (iii) In each shed there shall be a non-absorbent washable topped table or tables with seating accommodation at a bench not less than 400mm wide and 450mm long for each person, hooks at least 450mm apart for the purpose of hanging clothes, and on

any site where more than fifty persons are employed, flyproof ventilated cupboards with shelves for the storage of food.

- (iv) No shed shall be used for the storage of building materials and on work where more than ten persons are employed no tools shall be stored in that shed.
- (v) Where no more than 10 persons are employed the shelter shed may be used for the dual purpose of an amenities shed and of a site office for the principal contractor or Project Manager.

And the principal contractor or Project Manager shall ensure that each shed is kept in a clean condition and brooms, mops, buckets, and cleaning compounds shall be provided for this purpose.

- (b) Covered garbage bins.
 - (c) In a reasonably accessible place, boiling water at meal times and rest periods and cool, clean drinking water at all times.
 - (d) A noticeboard or a place where notices may be displayed.
 - (e) Toilets which shall be weatherproof and soundly constructed with separate closets and an appropriate washable floor.
 - (i) Each toilet shall be lit by natural or artificial light to a high standard with each closet having a hinged door capable of being closed from both sides.
 - (ii) Should the toilets be sewered there shall be one closet for each fifteen persons, if septic tanks or a chemical system, one closet for each ten persons and otherwise one closet for each seven persons.
 - (f) A supply of toilet paper together with soap and water for washing purposes.
- (2) This clause, other than paragraph (c) of sub-clause (1) shall not apply to projects on which less than five dwelling units are being constructed, or on projects which have a contracted value of not more than \$284,000.

To reflect movements in construction costs the parties to this award shall in December of each year, adjust the monetary figure mentioned in this sub-clause by reference to ABS Catalogue 8731.5 BUILDING APPROVALS WESTERN AUSTRALIA, using Table 7. Building Approvals by Statistical Local Areas to determine the average cost per new dwelling approved in Western Australia for the month of October which shall be multiplied by 4 and rounded to the nearest \$1,000. The parties shall then notify the Commission of the adjusted figure.

- (3) This clause shall be deemed to be complied with if in a partially completed building, facilities of a comparable standard are available to be used.
- (4) Nothing herein contained shall absolve any employer from what is required by the Health Act 1911 or any relevant legislation.

31. - FIRST AID EQUIPMENT

- (1) A first aid kit, such as is required by the law of the State or, if there is no relevant State law, as set out hereunder, shall be provided and maintained by the employer on each job.
 - (a) At the places of work where not more than six persons are employed the first aid outfit shall be equipped and maintained to contain at least the following -

Heavy Duty Metal or Plastic Box

First Aid Pamphlet/Book	1
Triangular Bandages	2
Primapore 8.3cm x 6cm (Prepared Dressing) or a similarly prepared adhesive dressing that is composed of a non adherent dressing-pad that is attached to hypo-allergic adhesive and is enclosed in a sterilized packet	2
12 x 8.25cm	3
Eye Pad	2
Medi-Prep Antiseptic Swabs or similar disposable tissue that is impregnated with a non sting antiseptic preparation enclosed in a sterile sachet	6
Bandaids 25s	1 pkt
Adhesive Tape 2.5cm x 1m	1
Conforming Bandage 5cm	2
Conforming Bandage 7.5cm	1
Eye Wash 10ml	5
Betadine Lotion 100ml	1
Betadine Ointment 25gm	1
Safety pins	1 pkt
Scissors	1
Tweezers	1
Splinter Probe	1
Panadol 24	1
Burnaid Burn Treatment Gel or a similar gel that is easily spread without friction to skin and will melt into a liquid and sooth burnt skin by absorbing the heat of the burnt skin thus preventing secondary infection	1
Cotton Wool	1

- (b) At places of work where more than six persons are employed the first aid outfit shall be equipped and maintained to contain at least the following -

Heavy Duty Metal or Plastic Box	1
First Aid Pamphlet/Book	1
Triangular Bandages	3
Primapore 8.3cm x 6cm (Prepared Dressing) or a similarly prepared adhesive dressing that is composed of a non adherent dressing-pad that is attached to hypo-allergic adhesive and is enclosed in a sterilized packet	2
12 x 8.25cm	3
Crepe Bandage 10cm	1
7.5cm	2
5.0cm	2
2.5cm	2
Combine Dressing 9 x 10cm	2
9 x 20cm	1
20 x 20cm	1
Eye Pads Sterile	3
Adhesive Tape 2.5cm	1
Bandaids 25s	1 pkt
Assorted Bandaids Shapes	1 pkt
Medi-Prep Antiseptic Swabs or similar disposable tissue that is impregnated with a non sting antiseptic preparation	6

enclosed in a sterile sachet	
Wound Closures	5
Eye Wash 10ml	6
Murine eye Drops1	1
Panadol 24	1
Cotton Wool	1
Cotton Tipped Applicators	100
Betadine Ointment 100ml	1
Betadine Ointment 25gm	1
Safety pins	1 pkt
Eye dust Remover	1
Splinter Probe	1
Tweezers	1
Scissors	1
Burnaid Burn Treatment or a similar gel that is easily spread without friction to skin and will melt into a liquid and sooth burnt skin by absorbing the heat of the burnt skin thus preventing secondary infection	1

* These are only to be used by an industrial nurse or a person holding advanced first-aid qualifications.

- (c) North of 26° parallel first aid outfits shall, in addition to requirements provided for in paragraphs (a) or (b) hereof, contain items specified by the Royal Flying Doctors Service Authority recommendations for first aid outfit requirements for those areas, this provision shall not apply in areas the R.F.D.S. does not extend to.
- (2) If there is no relevant State legislation the employer shall as soon as is reasonably possible supply means, free of charge, to convey to the nearest hospital or doctor at which, or by whom, the employee is to be treated, any employee so seriously injured that it is not reasonably possible for such employee to travel independently of such conveyance.
- (3) A first aid allowance shall only be paid in accordance with Clause 9(1)(v).

32. - SPECIAL TOOLS AND PROTECTIVE CLOTHING

- (1)
 - (a) The employer shall provide all power tools and steel tapes over six metres when required for the work to be performed.
 - (b) Gloves, and at the request of the employee, hand protective paste, shall be provided by the employer for employees engaged in handling hot bitumen, creosote, oiled formwork and in washing down brickwork.
 - (c) If in the course of his/her employment an employee is required to use muriatic acid he/she shall be provided with protective clothing.
 - (d) An employer shall provide on all construction jobs in towns and cities, and elsewhere where reasonably necessary and practicable, (or if requested by the employee) a suitable and secure waterproof lock-up solely for the purpose of storing employees' tools, and on multi-storey and major project jobs the employer shall provide, where possible, a suitable lock-up for employees' tools within a reasonable distance of the work area of large groups of employees.
- (2) Plumbers
 - (a) A plumber shall be obliged to provide and maintain the undermentioned tools in efficient working order:-

1 x junior hacksaw; 1 x hacksaw; 1 x 15mm copper tube bender; 1 x 15mm copper tube bending spring; 1 x 20mm copper tube bending spring; 1 x 15mm tap re-seating tool; 1 x set of 15 standard screw drivers 40mm - 300mm; 1 x set metric allen keys up to 6mm; 1 x screwdriver for PK screws; 1 x set high speed drills 1mm - 6 mm; 1 x 2-speed hand drill (to take up to 9mm); 1 x wood brace; 1 x 6mm wood bit; 1 x 13mm wood bit; 1 x 22mm wood bit; 1 x 25mm wood bit; 1 x 15mm wood chisel; 1 x gauging trowel; 1 x small tool; 1 x 6mm cold chisel; 1 x 15mm cold chisel; 1 x 25mm cold chisel; 1 x pinch bar; 1 x flint gun (employer to supply flints); 1 x pair oxy-acetylene goggles; 1 x plier grip hand held pop rivetter - up to 3mm rivets; 1 x set circular hold saws (for PVC); 1 x 15mm - 20mm - 25mm flaring block and pin; 1 x oxy-acetylene shut off key; 1 x oxy-acetylene shut off spanner; 1 x basin spanner; 1 x tile cutter/scriber (hand held); 1 x pair pincers; 1 x 10mm star drill; 1 x 13mm star drill; 1 x pair insulated pliers; 1 x pair multi-grip pliers; 1 x pair vice grip pliers - up to 150mm; 1 x line level; 1 x 600mm spirit level; 1 x chalk line; 1 x 150mm plumb bob and line; 1 x pair wiss snips; 1 x pair 300mm straight tinsnips; 1 x pair 175mm foot prints; 1 x pair 225mm foot prints; 1 x stilson wrench - 450mm; 1 x flat boxwood lead dresser; 1 x gypie; 1 x claw hammer; 1 x ballpein hammer; 1 x tackhammer; 1 x draw knife (lino knife); 1 x pair 200mm dividers; 1 x tool box, metal; 1 x padlock; 1 x nail bag; 1 x 565 gram soldering iron; 1 x 200mm rasp and handle; 1 x 200mm round file; 1 x 300mm flat file; 1 x measuring tape (1 metre); 1 x plugging chisel; 1 x 300mm set square; 1 x bent bolt; 1 x centre punch; 1 x 150mm adjustable wrench; 1 x 300mm adjustable wrench.

- (b) If a plumber is requested to provide any or all of the following tools or appliances, viz:-

Caulking irons, drilling frame and chain, tap key, chain wrenches, files, grips or tongs of over 300mm in length, hacksaw blades, mandrills, dummies, metal pots, pipe cutters, plumbing irons, ratchets, stocks, dies, drills for stone other than star drills, taps and drills for brass or iron threads, vices, blow lamps, L.P.G. kits or similar heating appliances he shall be paid by the employer an additional 10 cents per hour.

- (c) Provided that a plumber shall only be required to have available at any time those tools specified above as are necessary for the proper performance of the work or the job being done by him/her.

(3) Builders' Labourers

The employer shall provide all necessary plant and tools free of charge.

(4) Bricklayers

The employer shall supply scrutch combs and blades when required.

(5) Carpenters and Joiners

- (a) The employer shall provide the following tools when they are required on the job:

Dogs and cramps of all descriptions, bars of all descriptions, augers of all sizes, bits not ordinarily used in a brace, all hammers except claw hammers, glue pots and brushes, dowel plates, trammels, hand and thumb screws, soldering irons, spanners from 19mm upwards, and all power driven tools and machines on construction jobs.

- (b) The employer shall make available, during working hours, a suitable grindstone or wheel together with power (hand or mechanically driven) for turning it. If a grindstone or wheel is not made available the employer shall pay to each carpenter or joiner \$5.50 per week in lieu of same.

(6) Painters

The employer shall provide all tools in connection with the painting trade, excepting putty knife, strippers, scissors, duster, paperhanging brush, roller, two lining fitches, a 600mm rule, hammer and hacking knife.

(7) Signwriters

Signwriters shall provide themselves with a full set of pencils and fitches, rest stick, wash leather and a 600mm rule.

(8) Plasterers

The employer shall supply all floating rules, darbies, trammels, centres, buckets and sieves. Stands for plasterers' mortar boards not less than 750mm from the ground or where practicable and safe from a scaffold level shall be provided for the plasterer by the employer when requested.

(9) Glaziers

The employer shall provide all tools in connection with the glazing trade excepting the following:-

- 1 lock-up tool box;
- 1 pair glaziers pliers;
- 1 pair pincers;
- 2 putty knives (1 facing, 1 stripping)
- 2 chisels (one 25mm, one 40mm);
- Light claw hammer;
- Metre rule;
- 1 pair 10" snips;
- 1 hacksaw;
- 1 marking line 18 metres;
- 2 screwdrivers;
- 3 metre steel tape;
- Centre punch;
- Prick punch;
- 1 broadknife
- Hacksaw blades to be supplied by the employer.

(10) Stonemasons and Stoneworkers

- (a) The employer shall provide all cutting tools, except mash hammers, squares, pitching tools and straight edges up to four feet in length.
- (b) If cutting tools are not provided the employer shall pay 3 cents per hour additional to the wage rates herein prescribed.
- (c) Employers shall sharpen, in a proper manner, all necessary tools. On completion of engagement, all cutting tools provided by the employee shall be sharpened or an allowance made in lieu thereof.
- (d) All pneumatic surfacing machines and lathes shall be fitted by the employer with jet sprays or some other suitable device for keeping the stone wet.

(11) The employer shall provide where necessary, adequate facilities for the employees to grind tools, either at the job or at the employer's premises and employees shall be allowed time to use the same whenever reasonably necessary.

33. - COMPENSATION FOR CLOTHES AND TOOLS

- (1) An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered by

him/her as may be agreed upon between him/her and his/her employer or, in default of agreement, as may be fixed by the appropriate Board of Reference.

- (2) (a) An employee shall be reimbursed by his/her employer to a maximum of \$1454.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or in a lock-up as provided in this award or if the tools are lost or stolen whilst being transported by the employee at the employer's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness.
- Provided that an employee transporting his/her own tools shall take all reasonable care to protect those tools and prevent theft or loss
- (b) Where an employee is absent from work because of illness or accident and has advised the employer in accordance with Clause 23.- Sick Leave the employer shall ensure that the employee's tools are securely stored during his/her absence.
- (3) When an employer requires an employee to wear spectacles with toughened glass lenses the employer will pay the cost of the toughening process.
- (4) Provided that for the purposes of this clause -
- (a) Only tools used by the employee in the course of his/her employment shall be covered by this clause.
- (b) The employee shall, if requested to do so, furnish the employer with a list of tools so used.
- (c) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality.
- (d) The employee shall report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

34. - PAYMENT OF WAGES

- (1) Pay Day and Methods
- (a) All wages, allowances and other monies shall be paid:-
- (i) in cash; or
- (ii) by cheque, bank cheque, bank or similar transfer or any combination thereof, if there is agreement in writing between the employer, the employees and the Union. The consent of the Union shall not be unreasonably withheld.
- An employee paid by other than cash shall be allowed reasonable time as agreed between the employer and the employee, to attend the Branch of his/her bank nearest the workplace to cash such cheques or draw upon the accounts during working hours.
- Failure to reach agreement on reasonable time shall be referred to a Board of Reference for determination.
- Payments shall be paid and available to the employee not later than the cessation of ordinary hours of work on Thursday of each working week.
- (b) Provided that in any week in which a holiday falls on a Friday wages accrued shall be paid on the previous Wednesday and provided further that when a holiday occurs on any Thursday

wages accrued may be paid on the following Friday. Nothing shall prevent any alternative mutual arrangement between an employer and an employee.

- (c) The employer shall not keep more than two days' wages in hand.

(2) Payment on Termination

When notice is given in accordance with Clause 36. - Termination of Employment, all monies due to the employee shall be paid at the time of termination; where this is not practicable the provisions of subclauses (6) and/or (7) of this clause shall apply.

(3) Payment During Inclement Weather

Where, on any pay day, work ceases for the day because of inclement weather an employee shall be paid all wages, allowances and other monies due without undue delay.

(4) Waiting Time Penalties

An employee kept waiting for his/her wages on pay day for more than a quarter of an hour after the usual time of ceasing work shall be paid at overtime rates after that quarter hour with a minimum of a quarter of an hour.

(5) Pay Packet Details

Particulars of details of payment to each employee shall be included on the envelope holding the payment, or in a statement handed to the employee at the time such payment is made and shall contain the following information -

- (a) Date of payment.
- (b) Period covered by such payment.
- (c) The amount of wages paid for work at ordinary rates.
- (d) The gross amount of wages and allowances paid.
- (e) The amount of each deduction made and the nature thereof.
- (f) The net amount of wages and allowances paid.

In addition, the following details will also be included in the statement when such payments and benefits apply:

- (g) The number of hours paid at overtime rates and the amount paid therefor.
- (h) The amount of allowances or special rates paid and the nature thereof.
- (i) Annual holiday payments.
- (j) Payment due on termination, including payment for annual leave, rostered day off accumulation, and public holidays.
- (k) The employer and employee's building superannuation number.
- (l) The employee's long service leave registration number.

(6) Employee Terminating

Where an employee gives notice in accordance with Clause 36. - Termination of Employment and monies due are not paid on termination the employer shall have two working days to send monies due

by registered post provided that if the monies are not posted within that time then time spent waiting beyond the two working days shall be paid for at ordinary rates, such payment to be at the rate of eight hours' pay per day up to a week's pay when the right to waiting time shall terminate.

(7) Employer Terminating - Daily Penalties

Where an employer gives notice in accordance with Clause 36. - Termination of Employment all monies due shall be paid at termination; where this is not practicable the employer shall forward the monies due by registered post within two working days of termination and shall pay waiting time up to the time of posting at the rate of eight hours' ordinary time per day up to a maximum of one week's pay.

35. - PRESENTING FOR WORK BUT NOT REQUIRED

An employee if engaged and presenting for work to commence employment and not being required shall be entitled to at least eight hours' work or payment therefor at ordinary rates, plus the appropriate allowance prescribed by Clause 12A. - Fares and Travelling (Except Plumbers) covered by this Award, and Clause 12B. - Fares and Travelling Time - Plumbers Only, of this award.

Provided that this clause shall not apply if the services of an employee are not required by reason of inclement weather, in which case the provisions of Clause 19. - Inclement Weather shall apply.

36. - TERMINATION OF EMPLOYMENT

- (1) One day's notice of the termination of the employment engagement shall be given on either side or one day's pay shall be paid or forfeited in lieu thereof.
- (2) For the purpose of this clause, notice given at or before the usual starting time of any ordinary working day shall be deemed to expire at the completion of that day's work.
- (3) A tradesman shall be allowed the one hour prior to termination to gather, clean, sharpen, pack and transport his/her tools.
- (4) Nothing in this clause shall affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.
- (5) This clause shall be read in conjunction with subclauses (3) and (6) of Clause 22. - Annual Leave and subclause (7) of Clause 34. - Payment of Wages.

37. - JOB STEWARDS AND HEALTH AND SAFETY REPRESENTATIVES

- (1) In this clause, a health and safety representative means a health and safety representative elected under Part IV of the Occupational Health, Safety and Welfare Act 1984.
- (2) An employee appointed as a job steward shall, upon notification by the Union to the employer be recognised as the accredited representative of the union to which he/she belongs and he/she shall be allowed all necessary time during working hours to submit to the employer matters affecting the employees he/she represents and further shall be allowed reasonable time during working hours to attend to job matters affecting his/her union. Provided that the foregoing does not relieve the job steward of the obligation imposed upon him/her by his/her employer.

A job steward shall notify the principal contractor's representative and his/her union prior to the calling of any stop work meeting so that the procedures laid down in Clause 46. - Settlement of Disputes - may be observed before any stoppage of work occurs.

Consistent with the terms of the Labour Relations Legislation Amendment Act 1997 and S.23(3)(c)(iii) of the Industrial Relations Act a representative of the Union shall not exercise the rights under this

clause with respect to entering any part of the premises of an employer unless the employer is the employer, or former employer, of a member of the Union.

- (3) Prior to termination or transfer two days' notice shall be given to any job steward or health and safety representative and the appropriate union. Payment in lieu of notice shall not be given. In the event of the Union disputing the decision of management to transfer the job steward or health and safety representative or terminate his/her service, the Union shall notify management within two working days after being informed of the decision of management. The job steward or health and safety representative shall remain on the job during which time a Board of Reference shall deal with the matter.

The appropriate union shall, within 3 working days of notifying the management that it disputes the decision to transfer or terminate the job steward or health and safety representative, request the Registrar or Deputy Registrar in writing to appoint a Board of Reference to deal with the matter.

The union and the employer shall do all things necessary to enable the Board to sit within 10 working days of the management decision to transfer or terminate the job steward or health and safety representative. If the Board cannot sit within 10 working days because of the employer's failure to nominate representatives, or their unavailability to sit on the Board, the decision to transfer or terminate the job steward or health and safety representative shall be null and void.

If the Board cannot sit within 10 working days because of the union's failure to nominate representatives, or their unavailability to sit on the Board, the job steward's or health and safety representative's transfer or termination shall automatically take effect at the expiry of the period of 10 working days.

Provided that nothing in this subclause shall prevent the parties proceeding by agreement to have the matter settled by the Commission or a Local Disputes Board set up in accord with Clause 46(3) in lieu of the Board of Reference procedure.

Provided further that nothing shall affect the right of the employer to dismiss a job steward or health and safety representative without notice for misconduct or refusing duty.

38. - POSTING OF AWARD

A copy of this award, with all variations thereof, shall be posted and kept posted by the employer in a prominent place on the employer's premises accessible to the employees.

39. - POSTING OF NOTICES

An employer shall not prevent an official of the union authorised in writing in that behalf, from posting on an employer's premises or job a copy of any official notice of the union provided such notice is of reasonable size.

40. - RIGHT OF ENTRY

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

Subject to the foregoing:

Building Trades (Goldmining Industry) Award, No. 29 & 32 of 1965 & 4 of 1996
Vary Award:

The Secretary or any other duly accredited representative of the union shall have the right to enter any place or any premises where employees are employed at any time during normal working hours or when overtime is

being worked, for the purpose of interviewing employees, checking on wage rates, award breaches or safety conditions or regulations so long as they do not unduly interfere with the work being performed by any employee during working time, and provided that they present themselves, with their authority as prescribed by this Award, to a representative of site management prior to pursuing their union duties on site.

A representative of the union shall be a duly accredited representative if he/she is the holder for the time being of a certificate signed by the secretary of that organisation and bearing the seal of that organisation in the following form, or in a form not materially differing therefrom:

(Name of Organisation)

This is to certify that is a duly accredited representative of the abovenamed organisation for all purposes of this award made under the Industrial Relations Act, 1979.

(Seal) Secretary

Specimen signature of Holder

(Strictly not transferable)

41. - APPRENTICES

(1) (a) Wages per week (Percentage of Tradesmen's Rate):

- | | | |
|-------|----------------------------|----|
| (i) | Four year term | % |
| | First year | 42 |
| | Second year | 55 |
| | Third year | 75 |
| | Fourth year | 88 |
| (ii) | Three and a half year term | % |
| | First six months | 42 |
| | Next year | 55 |
| | Next following year | 75 |
| | Final year | 88 |
| (iii) | Three year term | % |
| | First year | 55 |
| | Second year | 75 |
| | Third year | 88 |
| (iv) | | |

Two year term	%
First Year	55
Second Year	75

Provided that these provisions do not apply in classifications under Clause 8(2)(a)(ii) and (iii) of this Award.

The Western Australian Industrial Relations Commission shall conduct a review of the 2 year building industry apprenticeship no more than two years from the date of the award being amended to introduce the 2 year apprenticeship.

- (b) The Industrial Training Act 1975, as amended from time to time, and its Regulations shall prescribe apprenticeship trades and respective terms of apprenticeship.
- (c) For the purposes of paragraph (a) hereof, the tradesperson's rate shall be the sum of the weekly rate prescribed in paragraph (a)(i) or (a)(ii) of subclause (2) of Clause 8. - Rates of Pay of this award and the special allowance prescribed in subclause (5) of the said clause.
- (d) Industry and Tool Allowance (per week)

In addition to the above rate apprentices shall receive the appropriate amounts prescribed in subclauses (3), (6), (7) and (8) of Clause 8. - Rates of Pay, as part of the ordinary weekly wage for all purposes.
- (e) Provision of Tools

An employer may, by agreement with the apprentice's parent or guardian, elect to provide the apprentice with a kit of tools and, subject to establishing the value of the tools at the time of so providing, deduct the tool allowance until the cost of the kit of tools is reimbursed.

In the event of an apprentice being dismissed or leaving his/her employment before the cost of the tool kit has been reimbursed, the employer shall be entitled to:
 - (i) deduct from any monies owing the apprentice, the amount then owing; or
 - (ii) by agreement retain tools at the originally nominated value to the amount still owing.
- (2) (a) An apprentice to painting or signwriting shall not be registered in accordance with the provisions of this award until a certificate to the effect that he/she does not suffer any disability by reason of colour blindness has been lodged with the Registrar.
- (b) An apprentice to painting or signwriting shall undertake a vocational aptitude test.
- (3) Subject to the above the maximum number of apprentices to be taken by an employer shall be as follows:-
 - (a) Carpentry and joinery - one apprentice to every two or fraction of two journeymen provided the fraction shall not be less than one.
 - (b) Plumbing - one apprentice to every two or fraction of two journeymen provided the fraction shall not be less than one.
 - (c) Painting, signwriting or glazing - one apprentice to every three or fraction of three journeymen provided the fraction shall not be less than one.
 - (d) Bricklaying - one apprentice to every three or fraction of three journeymen provided the fraction shall not be less than one.
 - (e) Plastering and/or tiling - one apprentice to every three or fraction of three journeymen provided the fraction shall not be less than one.
 - (f) Stonemasonry - One apprentice to every three or fraction of three journeymen provided the fraction shall not be less than one.

42. - UNDER-RATE EMPLOYEES

- (1) Any employee who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the Union and the employer.

- (2) In the event of no agreement being arrived at the matter may be referred to the Board of Reference for determination.
- (3) After application has been made to the Board, and pending the Board's decision, the employee shall be entitled to work for and be employed at the proposed lesser rate.

43. - LONG SERVICE LEAVE

- (1) Up to and including 5 January 1987, the provisions set out in Volume 66 of the Western Australian Industrial Gazette at pages 1 - 4, both inclusive, are hereby incorporated in and form part of this Award.
- (2) On and from 6 January 1987 the provisions of the Construction Industry Portable Paid Long Service Leave Act 1985 are hereby incorporated in and form part of this Award.
- (3) Where an employee is not eligible for a long service leave entitlement in accordance with the Construction Industry Portable Paid Long Service Leave Act 1985, the long service leave provisions set out in volume 66 of the Western Australian Industrial Gazette at pages 1 - 4 both inclusive shall continue to apply after 5 January 1987.
- (4) Service that has been counted towards an accrued entitlement which has been paid out under the Construction Industry Portable Paid Long Service Leave Act of 1985 shall not count as service for the purposes of the long service leave provisions in subclause (1) above.

44. - STAND DOWNS

The employer shall be entitled to deduct payment for any day or portion of a day upon which the employee cannot be usefully employed because of any strike by the union or unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

45. - PROHIBITION OF JUNIOR EMPLOYEES

- (1) Except as provided in subclauses (2)-(9) inclusive hereof, the employment of junior employees (except apprentices) on any work which, if performed by an adult employee, would be subject to the provisions of this award is prohibited unless the consent of the union is in each case first obtained. If any junior employee (except an apprentice) is so employed such employee shall be paid not less than the rate of pay of an adult performing similar work.
- (2) A junior employee employed on work for which an apprenticeship is provided for in this award and who is not registered as a probationer pursuant to regulation 6 of the Industrial Training Act Regulations, shall be paid not less than the wage prescribed in Clause 8 of this award for an adult employee performing similar work.
- (3) Junior employees may be employed as roof tile fixers in the proportion of 2 juniors to 1 adult employee.
- (4)
 - (a) A junior employee employed as a roof tile fixer shall, upon attaining the age of 20 years, be classed as an improver and be paid as such, provided that the time worked prior to his 20th birthday shall be counted as time worked as an improver.
 - (b) Notwithstanding subclause (a) hereof, after 3 years service a junior employee may request a trade test and if he passes shall receive full adult rates.
- (5) An employee commencing in the industry after his 20th birthday shall be classed as an improver and shall be paid as provided in subclause (7) hereof, provided that after 2 years service an improver may request a trade test and if he passes shall receive full adult rates.

- (6) (a) The ordinary rates of pay to be paid to junior employees shall be in accordance with the percentages set out below applied to the sum of the tradesperson's weekly rate set out in Clause 8(2)(a) and the appropriate special allowance prescribed in 8(5).

	%
Between 16 and 17 years	42
Between 17 and 18 years	55
Between 18 and 19 years	75
Between 19 and 20 years	88
Over 20 years of age	100

- (b) Industry Allowance

Where a junior employee works in circumstances which would entitle a tradesperson to the industry allowance prescribed in Clause 8(3) the following extra rates, expressed as a percentage of that industry allowance, shall be paid.

	%
Between 16 and 17 years	40
Between 17 and 18 years	72
Between 18 and 19 years	95
Over 19 years of age	100

- (7) The ordinary rates of pay to be paid to improvers shall be in accordance with the percentages set out below applied to the sum of the tradesperson's weekly rate set out in Clause 8(2)(a) - Rates of Pay and the appropriate special allowance set out in Clause 8(5).

	%
First 6 months' service	60
Second 6 months' service	65
Second year of service	75
Third year of service	88
Thereafter	100

- (8) Where an improver works in circumstances which would entitle a tradesperson to the industry allowance prescribed in Clause 8(3) the following extra rates, expressed as a percentage of that industry allowance shall be paid.

	%
First 6 months service	40
Second 6 months service	72
Second year of service	95
Third year of service	100

- (9) A tool allowance of one-third of the amount payable to a tradesperson shall be paid to a junior employee or improver in that trade of his first year of service and of two-thirds of that amount in his second year of service and of the same amount as is payable to a tradesperson in the remaining period of his service as a junior employee or improver.

46. - SETTLEMENT OF DISPUTES

- (1) Where an employee or the job steward has submitted a request concerning any matter directly connected with employment to a foreman or a more senior representative of management and that request has been refused, the employee may, if he/she so desires, ask the job steward to submit the matter to management and the matter shall then be submitted by the job steward to the appropriate executive of the employer concerned.
- (2) If not settled at this stage, the matter shall be formally submitted by the State secretary of the union to the employer.
- (3) If not settled at this stage, the matter shall then be discussed between such representatives of the union as the union may desire and the employer, who may be accompanied by or represented by such officers or representatives of an association of employers as the employer may desire, including, where agreed, processing the dispute through locally organised boards or committees set up by the parties for this purpose.
- (4) If the matter is still not settled, it shall be submitted to the Commission.
- (5) Where the above procedures are being followed, work shall continue normally, no party shall be prejudiced as to final settlement by the continuance of work in accordance with this subclause.
- (6) Notwithstanding anything contained herein the respondents shall be free to exercise their rights if the dispute is not finalised within 7 days of notification.
- (7) This clause shall not apply to any dispute as to a bona fide safety issue.
- (8) In connection with any dispute concerning a job steward this clause shall be subject to the provisions of subclause (2) of Clause 37. - Job Stewards.

47. - PROCEDURES TO RESOLVE DEMARCATION DISPUTES

In recognition that demarcation disputes and industrial disputation arising therefrom is to cease, the following procedures shall be adopted:

- (1) When a demarcation dispute arises between unions who are members of the Building Trades Association, it shall be immediately referred to the Secretary or another Senior Official of each union concerned by the Job Steward or Organiser without recourse to any form of industrial action in relation to that dispute.
- (2) The Secretaries or other appropriate Senior Officials of each union concerned shall then discuss the matter in an effort to resolve it. It is the expectation of the unions covering employees within the scope of this award that most of the disputes will be amicably resolved in this manner. The help of the Trades & Labor Council, or an agreed private arbitrator may be sought at this level.
- (3) If a dispute is not resolved in this manner a panel consisting of a Trades and Labor Council Officer and two Building Trades Association Secretaries shall be convened upon the agreement of all unions in dispute. The Secretaries or other Senior Officials of the unions in dispute shall not sit on the panel.
- (4) The panel shall sit as soon as possible after notification of the dispute and decide which union should appropriately carry out the work in question. Until such time as the panel hands down its decision, work shall be allowed to continue to be done in the manner decided by the relevant employer.
- (5) Where the dispute is referred to the TLC/BTA Panel as in paragraph (3) and in the event of one or both of the unions disputing the manner in which the work shall be done an agreed private arbitrator shall be notified as soon as practicable to determine if the decision of the relevant employer in (4) above was reasonable.

In determining this referral the private arbitrator shall give major regard to the following factors, each factor to rank equally:

- (a) Historical aspects e.g. custom and practice;
 - (b) Relevance of wage rates and working conditions of the workers concerned;
 - (c) The attitude of the workers concerned;
 - (d) Practical problems;
 - (e) Other specific qualifications and considerations; and
 - (f) Relevant Award provisions if any.
- (6) The panel's decision shall be final and the work shall continue on the basis of the panel's decision for that particular dispute on that project. Nothing shall prevent either party from requesting that the matter be re-examined where there is a substantial change in circumstances in respect of the work which was the subject of the panel's decision.
- (7) If one of the unions in dispute does not agree to process the matter through the BTA/TLC panel, in accordance with paragraphs (2) to (6) hereof, the matter shall immediately be referred to the appropriate industrial tribunal for hearing and determination and work shall continue without recourse to any form of industrial action whilst the matter is being determined.

48. - AWARD MODERNISATION

- (1) The parties are committed to modernising the terms of the Award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and a job satisfaction and assists positively in the restructuring process.
- (2) The parties commit themselves to the following principles as part of the structural efficiency process and have agreed to participate in a testing process in accordance with the provisions of this clause.
- (a) Acceptance in principle that the new Award skill level definitions will be more suitable for the needs of the industry, sometimes more broadly based, in other matters more truly reflective of the different skill levels of the tasks now performed, but which shall incorporate the ability for an employee to perform a wider range of duties where appropriate.
 - (b) The parties will create a genuine career path for employees which allows advancement based on industry accreditation and access to training.
 - (c) Co-operation in the transition from the old structure to the new structure in an ordered manner without creating false expectations or disputation.
- (3) The parties agree that the State Working Party will continue to meet the aim of modernising the Award in accordance with paragraph 5 of Exhibit BTA 1: "Joint Statement by Building Industry Unions and Employer Organisations - 29 March 1990".

49. - STRUCTURAL EFFICIENCY EXERCISE

- (1)
 - (a) An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.
 - (b) Any direction issued by an employer shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (2) The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the building and construction industry and to enhance the career opportunities and job security of employees in the industry.

- (3) The parties have established a State Working Party for the testing and/or trialling of various skill levels and to enable proper consultation with both employees and employers in the industry on matters consistent with the objectives of sub-clause (b) herein. The parties shall process any such matters through that working party.
- (4) Measures raised for consideration consistent with sub-clause (c) herein shall be related to implementation of a new classification structure, any facilitative provisions contained in this Award and matters concerning training.
- (5) Without limiting the rights of either an employer or a Union to arbitration, any other measure designed to increase flexibility on a site or in an enterprise sought by any party shall be notified to the relevant working party and by agreement of the parties involved shall be implemented subject to the following requirements:
 - (a) the changes sought shall not affect provisions reflecting National standard as adopted by the State Working Party;
 - (b) the working party will consider the implications of the proposed measures for existing on-site arrangements;
 - (c) the majority of employees affected by the change at the site or enterprise must genuinely agree to the change;
 - (d) no employee shall lose income as a result of the change;
 - (e) any agreement shall be subject, where appropriate, to approval by the Western Australian Industrial Relations Commission and, if approved, shall operate as a Schedule to this Award and take precedence over any provision of this Award to the extent of any inconsistency.
- (6) Award restructuring should be given its wider meaning, and Award restructure should not be confined to the restructuring of classifications but may extend to the review of other restrictive provisions which currently operate. To that end, such restrictive provisions will be reviewed on an ongoing basis.
- (7) The parties to this Award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (a) developing a more highly skilled workforce;
 - (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (c) removing barriers to the utilization of skills acquired.
- (8) Any disputes arising in relation to the implementation of this clause shall be subject to the provisions of Clause 46. - Settlement of Disputes.

50. - SUPERANNUATION

The superannuation provisions contained herein operate subject to the requirements of the hereinafter prescribed provision titled - Compliance, Nomination and Transition.

(1) DEFINITIONS

For the purpose of this clause:

- (a) "Superannuation Legislation" means the Federal legislation as varied from time to time, governing the superannuation rights and obligations of the parties, which includes the

Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993.

- (b) "Fund" means a complying fund, as defined in the superannuation legislation.
- (c) "Eligible employee" shall mean an employee who is entitled to receive employer superannuation contributions in accordance with the superannuation legislation.
- (d) "The relevant fund" means the fund selected in respect of an employee pursuant to subclause (4) hereof.
- (e) "Ordinary time earnings" (which, for the purposes of the *Superannuation Guarantee (Administration) Act 1992*, will operate to provide a notional earnings base) shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including tool allowance, industry allowance, trade allowances, shift loading, special rates, qualification allowances (eg. first aid, laser safety officer), multi-storey allowance, district/location allowance, piecework rates, underground allowance, award site allowances, asbestos eradication allowance, leading hand allowances, in charge of plant allowance and supervisory allowances where applicable. The term includes any regular over-award pay as well as casual rates received for ordinary hours of work, and fares and travel allowances payable pursuant to Clauses 12A(2), 12A(3), 12A(4), 12A(13) and 12B(1). All other allowances and payments are excluded.

(2) CONTRIBUTIONS

- (a) In accordance with the Superannuation legislation and subject to the Trust Deed of the relevant fund, an employer shall contribute an amount on behalf of each eligible employee into a relevant superannuation fund, which reflects the employers' liability as prescribed in Part 3 of the Superannuation Guarantee (Administration) Act 1992 (as set out in (b) below).
- (b) The level of contributions required under the Superannuation Guarantee (Administration) Act 1992 are as follows:

Financial Year	Percentage	(1 JULY - 30 JUNE)
6		1996 - 97
6		1997 - 98
7		1998 - 99
7		1999 - 00
8		2000 - 01
9		2001 - 02

(3) EMPLOYEE CONTRIBUTIONS

- (a) Subject to the rules of the Fund, employees of a respondent employer who wish to make contributions to the Fund additional to those being paid pursuant to subclause (2) hereof, shall be entitled to do so. Such employees may either forward their own contribution directly to the Fund administrators or, where it is practicable to do so, authorise the employer to pay into the Fund from the employee's wages, amounts specified by the employee.
- (b) Employee contributions to the Fund deducted by the employer at the employee's request shall be held in Trust on the employee's behalf and be subject to the following conditions:
 - (i) The amount of contributions shall be expressed in whole dollars.

- (ii) Employees shall have the right to adjust the level of contribution made on their own behalf from the first of the month following the giving of three months' written notice to the employer. Provided that by agreement with the employer, employees may vary their additional contribution in extenuating circumstances at other times.
- (iii) Contributions deducted under this clause shall be forwarded to the Fund at the same time as contributions under subclause (2) hereof

(4) SUPERANNUATION FUND

- (a) The employer shall make superannuation contributions, or improvements pursuant to this clause, to any of the following funds (that meet the definition set out in subclause (1)(b)):
 - (i) C+BUS, CTRF, the Westscheme Superannuation Scheme; Building Employees Superannuation Trust; or
 - (ii) any fund agreed between the employer and eligible employees, and the union or unions, where applicable; or
 - (iii) any fund which has application to employees in the principal business of the employer, where eligible employees covered by this award are a minority of award-covered employees; or
 - (iv) any other approved occupational superannuation fund to which an employer or eligible employee who is a member of the religious fellowship known as The Exclusive Brethren elects to contribute.
- (b) Provided that an employer shall not be required to contribute to more than one fund in respect of eligible employees employed under this Award.
- (c) Subject to the terms of this clause, where there is a dispute over the choice of fund in respect of one or more employees, the matter shall be referred to the WA Industrial Relations Commission for determination.

(5) FUND MEMBERSHIP

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

(6) EXEMPTION

- (a) This clause shall be deemed to be satisfied by an employer, who as at 1 December 1991 or at the date of becoming respondent to this award, is already satisfying and continues to satisfy the requirements of subclause (2) hereof by providing superannuation contributions which reflects the employers' liability as prescribed in Part 3 of the Superannuation Guarantee (Administration) Act 1992, or any higher amount as required by the Trust Deed of the relevant fund.

(7) ABSENCE FROM WORK

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

Paid Leave

- (a) Contributions shall continue whilst a member of a Fund is absent on annual leave, sick leave, long service leave, public holidays, jury service, bereavement leave, or other paid leave.

Unpaid Leave

- (b) Contributions shall not be required in respect of any period of absence from work without pay of one day or more.

Work Related Injury or Illness

- (c) In the event of an eligible employee's absence from work being due to work related injury or work related illness, contributions at the normal rate shall continue for the period of the absence provided that:
 - (i) the member of the fund is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements or the provisions of this Award;
 - (ii) the person remains an employee of the employer.

Compliance, Nomination and Transition

Notwithstanding anything contained elsewhere herein which requires that contribution be made to a superannuation fund or scheme in respect of an employee, on and from 30 June 1998 -

- (a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless -
 - (i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and
 - (ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme;
- (b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee;
- (c) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;
- (d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed;
- (e) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;
- (f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by a employee;

Provided that on and from 30 June 1998, and until an employee thereafter nominates a complying superannuation fund or scheme -

- (g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer;

or

- (h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

51. - REDUNDANCY

(1) Definitions

- (a) "Redundancy" means a situation where an employee is terminated by his or her employer other than for reasons of misconduct or refusal of duty.
- (b) "Redundant" has a corresponding meaning.
- (c) "Continuous Service" for the purpose of this clause means all service of the employee (but not including service as an apprentice) with his or her employer and shall include an employee's absence from work for any of the following reasons -
 - (i) Paid sick leave;
 - (ii) Paid annual leave;
 - (iii) Long service leave;
 - (iv) Bereavement leave;
 - (v) Public holidays;
 - (vi) Jury service;
 - (vii) Where called up for military service for up to three months in any qualifying period;
 - (viii) Injury received during the course of employment for up to 26 weeks for which he or she received workers' compensation; and
 - (ix) Any reason satisfactory to the employer. In the event of dispute, the matter may be referred to the Western Australian Industrial Relations Commission.

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

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

(2) Discussions to Precede Redundancy

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

(3) Redundancy Pay

A redundant employee shall receive redundancy/severance payments, calculated as follows, in respect of all continuous service (as defined in this clause) with his or her employer provided that any service prior to 18 October 1995 shall not be counted as service for the purpose of this clause.

PERIOD OF CONTINUOUS SERVICE(WITH AN EMPLOYER) REDUNDANCY/SEVERANCE PAY

Less than 12 months	1.75 hours' pay per completed week of service.
1 year or more but less than 2 years	2.4 weeks' pay plus, for all service in excess of 1 year, 1.75 hours' pay per completed week of

service up to a maximum of 4.8 weeks' pay.

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

(4) Casuals

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

(5) Fund

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

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

(6) Employee Leaving During Notice

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

(7) Leave for Job Interviews

- (a) An employee who has been informed that he or she has been, or will be, made redundant is entitled to paid leave of up to eight hours for the purpose of being interviewed for further employment.
- (b) The eight hours need not be consecutive.
- (c) An employee who claims to be entitled to paid leave under paragraph (a) above is to provide the employer evidence that would satisfy a reasonable person of the entitlement.

(8) Disputes Settling Procedure

Any dispute in relation to this clause may be referred to Western Australian Industrial Relations Commission.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENTS

- (1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).
- (2) Any dispute or grievance procedure in this award/industrial agreement shall also apply to any questions, disputes or difficulties which may arise under it.
- (3) With effect from 22 November 1997 the dispute or grievance procedures in this award/industrial agreement is hereby varied to include the requirement that persons involved in the question, dispute or difficulty will confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

APPENDIX A
LOCATION ALLOWANCES

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

<u>TOWN</u>	<u>PER WEEK</u>
Agnew	\$20.60
Argyle	\$54.90
Balladonia	\$21.10
Barrow Island	\$35.70
Boulder	\$8.70
Broome	\$33.10
Bullfinch	\$9.70
Carnarvon	\$17.00
Cockatoo Island	\$36.30
Coolgardie	\$8.70
Cue	\$21.10
Dampier	\$28.80
Denham	\$17.00
Derby	\$34.40
Esperance	\$6.00
Eucla	\$23.10
Exmouth	\$30.10
Fitzroy Crossing	\$41.70
Goldsworthy	\$17.80
Halls Creek	\$48.10
Kalbarri	\$7.30
Kalgoorlie	\$8.70
Kambalda	\$8.70
Karratha	\$34.50
Koolan Island	\$36.30
Koolyanobbing	\$9.70
Kununurra	\$54.90
Laverton	\$21.00
Learmonth	\$30.10
Leinster	\$20.60
Leonora	\$21.00
Madura	\$22.10
Marble Bar	\$53.10
Meekatharra	\$18.20
Mount Magnet	\$22.80
Mundrabilla	\$22.60
Newman	\$19.80
Norseman	\$18.10
Nullagine	\$53.00
Onslow	\$35.70
Pannawonica	\$26.80
Paraburdoo	\$26.70
Port Hedland	\$28.60
Ravensthorpe	\$10.90
Roebourne	\$39.70
Sandstone	\$20.60
Shark Bay	\$17.00

Shay Gap	\$17.80
Southern Cross	\$9.70
Telfer	\$48.90
Teutonic Bore	\$20.60
Tom Price	\$26.70
Whim Creek	\$34.20
Wickham	\$33.00
Wiluna	\$20.80
Wittenoom	\$46.90
Wyndham	\$51.50

- (2) Except as provided in subclause (3) of this clause, an employee who has:
- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
 - (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.
- (3) Where an employee:
- (a) is provided with board and lodging by his/her employer, free of charge; or
 - (b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;
- such employee shall be paid $66\frac{2}{3}$ per cent of the allowances prescribed in subclause (1) of this clause.
- (4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.
- (5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.
- (6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.
- (7) For the purposes of this clause:
- (a) "Dependant" shall mean -
 - (i) a spouse or defacto partner; or
 - (ii) a child where there is no spouse or defacto partner;

who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.
 - (b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.

- (8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission.
- (9) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

APPENDIX B - WAGERUP ALUMINA REFINERY CONSTRUCTION SITE

Liberty to Apply

Liberty to Apply to insert provisions relating to future project is reserved.

APPENDIX C - PINJARRA AND KWINANA ALUMINA REFINERIES

Liberty to Apply

Liberty to Apply to insert provisions relating to future project is reserved.

APPENDIX D - NORTH WEST SHELF GAS PROJECT

Liberty to Apply

Liberty to Apply to insert provisions relating to future project is reserved.

APPENDIX E - EXEMPTION FROM PROVISIONS FOR 38-HOUR WEEK

Notwithstanding anything contained elsewhere in this Award, employees of Siesta Park Tourist Resort shall continue to work a 40 Hour Week and for that purpose the provisions of Clauses 8. - Rates of Pay, 13. - Hours, 14. - Rest Periods and Crib Time, 15. - Overtime, 18. - Shift Work, 20. - Meal Allowance, 21. - Living Away From Home - Distant Work, 22. - Annual Leave, 23. - Sick Leave and 27. - Jury Service in force on the 23rd May, 1982 shall apply to such employees in substitution for those set out in this Order.

APPENDIX F - ASBESTOS ERADICATION

1. - APPLICATION

This Appendix shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this award.

2. - DEFINITION

Asbestos eradication is defined as work on or about buildings, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos.

3. - CONTROL

All aspects of asbestos work will meet as a minimum standard the provisions of the National Health and Medical Research Council codes, as varied from time to time, for the safe demolition/removal of asbestos based materials.

Without limiting the effect of the above provision, any person who carries out asbestos eradication work shall do so in accordance with the legislation/regulations prescribed by the appropriate authorities.

4. - OPERATION

This Appendix shall come into operation from the first pay period commencing on or after the date the award issues.

5. - RATE OF PAY

In addition to the rates prescribed in this award, an employee engaged in asbestos eradication (as defined) shall receive \$1.76 per hour worked in lieu of Special Rates prescribed in Clause 9(1) with the exception of subclauses (b), (c), (e), (x), (ab) and (af).

6. - PROTECTION OF EMPLOYEES

Respiratory Protection

Respiratory protective equipment, conforming to the relevant parts of the appropriate Australian Standard (i.e. 1716 "Specification for Respiratory Protective Devices") shall be worn by all personnel during work involving eradication of asbestos.

7. - OTHER CONDITIONS

The conditions of employment, rates and allowances, except so far as they are otherwise specified in this Appendix, shall be the conditions of employment, rates and allowances of the award as varied from time to time.

This Appendix shall not apply to employees engaged on the removal of asbestos ceiling insulation and renovation work on houses owned by the United States Navy at Exmouth and who are receiving the allowance prescribed on 23 February by Mr Commissioner Coleman Print F4597.

APPENDIX G - LASER EQUIPMENT

1. - APPLICATION

This Appendix shall apply when laser equipment is utilised for work within the scope of this Award.

2. - DEFINITIONS

- (a) "Laser" shall mean any device excepting a Class 1 device which can be made to produce or amplify electromagnetic radiation in the wave length range from 100 nanometres to 1 millimetre primarily by the process of controlled stimulated emission.
- (b) "Laser safety officer", or "LSO" is an employee who in addition to his ordinary work is qualified to perform duties associated with laser safety and is appointed as such.

3. - CONTROL

The provisions of Australian Standards AS 2211-1981 and AS 2397-1980, both as varied from time to time and the Radiation Safety Act 1975 as amended from time to time and any regulations made thereunder as varied from time to time shall be observed where laser equipment is in use.

4. - LASER SAFETY OFFICER ALLOWANCE

Where an employee has been appointed by his employer to carry out the duties of a laser safety officer he shall be paid an allowance of \$2.18 per day or part thereof whilst carrying out such duties. The allowance shall be paid as a flat amount without attracting any premium or penalty.

5. - UNION RIGHTS

The provisions contained in this Appendix do not imply that any of the union parties to this Award exclusive rights in performing work with or in connection with laser equipment.

6. - OPERATIVE DATE

This Appendix shall come into operation from the beginning of the first full pay period commencing on and from 1st September, 1987.

APPENDIX H

(1) Application

This appendix shall apply to the Casuarina Prison Project Stages One and Two.

(2) Terms and Conditions

2.1 One industrial nurse shall be employed on-site upon the combined on-site workforce totalling fifty employees. The nurse shall be allowed to do other non-nursing duties when not required in the first-aid centre.

2.2 A fully equipped first-aid room including a telephone shall be placed on-site located at or near stage two administration offices.

2.3 Adequate shower facilities of at least three showers per block, with one block for stage one and one block for stage two, shall be provided.

(3) Operative Date

This appendix shall come into operation from 27 January 1988, being the date of an order of the Commission pursuant to the powers conferred on it under the Industrial Relations Act, 1979, and shall cease to have effect on the completion of stages one and two of this project.

SCHEDULE A - PARTIES TO THE AWARD

The following organisations are parties to this award:

The Construction, Forestry, Mining and Energy Union of Workers

Building Trades Association of Unions of Western Australia (Association of Workers)

The Plumbers and Gasfitters Employees' Union of Australia, West Australian Branch, Industrial Union of Workers

SCHEDULE B - RESPONDENTS

Adsigns Pty Ltd
All Ready Surfacing Co Pty Ltd
Apollo Construction
Arcus Pty Ltd
Associated Shopfitters Pty Ltd
Aurora Painting
Austral Insulation Pty Ltd
Construction Contractors Association of Western Australia
Baker A J and Sons Pty Ltd
Bell Brothers
Belmont Salvage Yard
Belmont Shire Council
Bergen C and Co
Best and Son Holding Pty Ltd
Bestobell
The Blue Army
Bonanza Reinforcing
Bond Corporation Pty Ltd
Brambles Manford
Bric-Bloc Constructions Pty Ltd
Busby W F and Co
Cataldo
Chiricosta C and T
Citra Constructions Pty Ltd
City of Stirling
Civil and Civic Pty Ltd
Clarity Screen Print
Colour Circle Pty Ltd
Community Builders Pty Ltd
Contrax (1945) Pty Ltd
Coogee Painting Services
Coote A D and Co
Crommelin Chemicals Pty Ltd
Crystal Plumbing
D'Alesio M
DBM Contractors
D'Ercole and Co
De Santis T and R
Diploma Homes
Doro Painting Contractors
Doust H A Pty Ltd
Electric Power Transmission
Ellis Concrete Construction
Fairway Painting Contractors
Forster J V and P A
Fremantle Sheet Piping Contractors
Galvin Roy and Co Pty Ltd
Geraldton Building Co (Port Hedland) Pty Ltd
Gill Neil F
Hardie James and Co Pty Ltd
Hart S W and Co Pty Ltd
Henk and Co
John Holland (Constructions) Pty Ltd
Hugall and Hoile Pty Ltd
Hunter Douglas Ltd
Hurl J Norman and Co (Aust) Pty Ltd
Industrial Roofing Contractors Kounis Pty Ltd
Interform Pty Ltd

Iris Painting Co Pty Ltd
Interstruct Pty Ltd
Jaco Painting
Jason Industries Ltd
Jeb Scaffolding Co
Kalgoorlie Town Council
M Kilgren and Co
Leighton Contractors Pty
Lidco Distributors (WA) Pty Ltd
Lyons and Peirce Pty Ltd
GKN Lysaght Pty Ltd
Marblecrete Co
Maric and Co Painters
The Master Builders' Association of WA (Union of Employers)
The Master Painters', Decorators' and Signwriters' Association of WA, Industrial Union of Employers,
The Master Plasterers' Association of WA (Union of Employers)
The Master Plumbers' Association of WA (Union of Employers)
Midland Cement Products
J H and A L Mitchell and Co
Modular Metals Pty Ltd
Mount Lawley Concrete Co Pty Ltd
Olsen Constructions
O'Donnell Griffin Pty Ltd
Osborne Terrazzo Pty Ltd
Parri Guido
Perth Outdoor Centre Pty Ltd
Peter Excavation and Demolition
Patio Makers The
Paul's Outdoor Leisure Centre
Peel Estate Builders
Perth City Council
Regency Decor
J and K Reinforcings Pty Ltd
Road Marking Specialists
C S Roofing
R and J Roofing and Repairs
Roy Galvin and Co Pty Ltd
Sabemo (WA) Pty Ltd
Scotch Signwriting Service
Shaft Airconditioning Co
Spectrum Painting Service
Springdale Comfort Pty Ltd
Siesta Park Tourist Resort
St James Painting Service
M Silver and Son Pty Ltd
Squeez Crete Pump Hire
Stateside Hire and Site Services Pty Ltd
Steel Main Pty Ltd
Stegbar (WA) Pty Ltd
Subiaco Painting Service
Swan Irrigation
Swan Plumbing Service Pty Ltd
Tarten Painting Contractors
Thiess Bros Pty Ltd
Thompson Watson and Carruthers
The Tercon Co Pty Ltd
Transfield (WA) Pty Ltd
M T Vocisano Nominees Pty Ltd
K Vilips and Co Pty Ltd
WA Gravel and Paving Pty Ltd

Wallpaper House The
Wallpaper World and Furnishing Fabrics
Wattle Grove Painting Services
WA Salvage Demolition Pty Ltd
West Australian Insulation Co
Western Irrigation Pty Ltd
West Swan Formwork Pty Ltd
G Wickhams

APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS

- (1) In accordance with, and where appropriate in addition to the requirements of the Industrial Relations (General) Regulations 1997, each employer shall keep a record (electronic or mechanical), for each employee, on a separate page for each employee, from which can be readily ascertained the following:
 - (a) the name of each employee and his/her classification;
 - (b) each day worked, the hours worked each day, including time of starting and finishing work each day, overtime hours worked and meal breaks taken;
 - (c) the gross amount of ordinary wages, overtime wages, special rates and specific allowances paid each pay week;
 - (d) the amount of each deduction and the nature thereof;
 - (e) the net amount of ordinary wages and allowances paid each pay week;
 - (f) any relevant records which detail taxation deductions and remittances to the Australian Taxation Office, including those payments made as PAYE tax whether under a Group Employer's Scheme or not;
 - (g) the employer's and the employee's Construction & Building Union Superannuation number or other occupational superannuation number and the contribution returns by the employer to the Construction & Building Union Superannuation or other occupational superannuation schemes on behalf of the employee, where such benefit applies; and
- (2) A certificate or other documentation from the Construction Industry Long Service Leave Payments Board which will confirm the employer's registration, the date of the last payment, and the period for which that payment applies;
- (3) The employer shall record the location of the job if it is outside the Perth Metropolitan area.
- (4) The employer shall provide evidence of the employer's current Workers Compensation Policy or other satisfactory proof of insurance such as renewal certificate;
- (5) Subject to subclause (6) of this clause, all records and documentation referred to in subclause (1), (2) and (3), or copies thereof, shall be available for inspection by a duly accredited official under the rules of an organisation of employees bound by this Award during the usual office hours, at the employer's office or other convenient place. This is subject to reasonable notice of not less than 24 hours of the intention to inspect the records being given to the employer by the union or duly accredited union official.
- (6) Subject to subclause (7) of this clause, and upon request, the employer shall make copies available to the union of the record maintained under subclause (1) of this clause, if the Secretary of the Union reasonably suspects that a breach of the Award has been committed. Copies of the records shall be supplied within 48 hours.
- (7) The employer may refuse the representative access to the records if the employer:
 - (a) is of the opinion that access to the records by a duly accredited official of the organisation of employees would infringe the privacy of persons who are not members of the union;
 - (b) undertakes to produce the records to an industrial inspector within 48 hours of being notified of the requirements to inspect by the Union official; and
 - (c) complies with the undertaking to produce the records to an industrial inspector.
- (8) Power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.

DATED at Perth 12th day of April, 1979.

VARIATION RECORD

BUILDING TRADES (CONSTRUCTION) AWARD 1987

NO. R 14 OF 1978.

Delivered 12/4/79 at 59 WAIG 500. Section 93(6)

Consolidation 14/08/87 at 68 WAIG 1922

Varied & Consolidated 06/11/91 Order 872A/91 at 71 WAIG 2830 Section 93(6)

Consolidation 28/07/93 at 73 WAIG 2131 Section 93(6)

Consolidation 02/10/97 at 77 WAIG 2667

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
(1A. - State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	Cl. & Title	1457/93	24/12/93	74 WAIG 198
(1A. State Wage Principles December 1993)				
	Cl. & Title	985/94	30/12/94	75 WAIG 23
(1A. Statement of Principles December 1994)				
Cl. & Title	1164/95	21/03/96		76 WAIG 911
(1A. Statement of Principles March 1996)				
Cl & Title	915/96	7/08/96		76 WAIG 3368
(1A Statement of Principles - August 1996)				
Cl & Title	940/97	14/11/97		77 WAIG 3177
(1A. Statement of Principles - November 1997)				

Cl. & Title	757/98	12/06/98	78 WAIG 2579
(1A. Statement of Principles - June, 1998)			
Del Cl	609/99	06/07/99	79 WAIG 1847
1B. Minimum Adult Award Wage			
Ins. 1B	940/97	14/11/97	77 WAIG 3177
Cl.	1174/98	31/07/98	78 WAIG 3770
New Provs	609/99	01/08/99	79 WAIG 1847
Cl	752/01	01/08/01	81 WAIG 1721
Cl.	797/02	01/08/02	82 WAIG 1369
(9)	1197/03	1/11/03	83 WAIG 3537
Cl	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2083 & 2178
Cl.	957/05	07/07/06	86 WAIG 1631 & 1725
Cl.	1/07	01/07/07	87 WAIG 1487 & 1589
Cl	115/07	01/07/08	88 WAIG 773 & 859
Cl	1/09	01/10/09	89 WAIG 735 & 1272
Cl	2/10	01/07/10	90 WAIG 568 & 791
Cl	2/11	01/07/11	91 WAIG 1008 & 1210
Cl	2/12	01/07/12	92 WAIG 1018
Cl.	1/13	01/07/13	93 WAIG 690
Cl.	1/14	01/07/14	94 WAIG 912

2. Arrangement

2A	1073/88	14/09/88	68 WAIG 2994
Del. 2A	1940/89	08/09/89	69 WAIG 2913
2A	1744(1)/89(R)	14/09/89	70 WAIG 76
Ins. 48. & 49. (not BMA)	296(1)/90(R2)	23/03/90	70 WAIG 1403
2A	955/91	09/08/91	71 WAIG 2269
296(1)/90(R2) applies BMA	1141/91	24/07/91	71 WAIG 2543
Ins. 50	315/91	01/03/92	72 WAIG 504
Ins. 1A	1752/91	31/01/92	72 WAIG 191
Title 37	872B/91	01/08/92	72 WAIG 1789
Del. Sch. A Ins. Sch. A&B	605/93	04/05/93	73 WAIG 1639
Ins. 36A.	1686/90	01/06/93	73 WAIG 1798
Quashed - 1686/90.	975/93	12/08/93	73 WAIG 2307
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. 51	1154/95	31/05/96	76 WAIG 2144
Ins. Appendix - Resolution...	693/96	16/07/96	76 WAIG 2768
Ins. Appendix	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	07/08/96	76 WAIG 3368
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
1A. Title	757/98	12/06/98	78 WAIG 2579
Del. 1A	609/99	06/07/99	79 WAIG 1847

(2A. State Wage Principles - September 1989)

Ins. cl.	1073/88	14/09/88	68 WAIG 2994
Del. cl.	1940/89	08/09/89	69 WAIG 2913
Cl.	1744(1)/89(R)	14/09/89	70 WAIG 76
Del. cl.	955/91	09/08/91	71 WAIG 2269

2A. State Wage Principles - June 1991

Ins. cl.	955/91	09/08/91	71 WAIG 2269
Cl.	1141/91	24/07/91	71 WAIG 2543

3. Scope

Cl.	2651/89	15/06/90	70 WAIG 2661
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4. Area

5. Term

(6. Maximum Rates in this Paid Rates Award)

Del. cl.	1744(1)/89(R)	14/09/89	70 WAIG 76
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7. Definitions

(3)	2651/89	15/06/90	70 WAIG 2661
Ins. (14)	1696/93	24/12/93	74 WAIG 904
(14)	1242/94	28/03/95	75 WAIG 1637

(1)(a)(iii); (1)(a)(iv)	951/96	23/09/97	77 WAIG 2717
(11)	616/02	28/06/02	82 WAIG 2137

8. Rates of Pay

Cl.	1073/88	14/09/88	68 WAIG 2994
(6)	1254/88	01/07/88	68 WAIG 2994
Rates - (6)	1592/89	17/07/89	69 WAIG 3328
(2)	1744(1)/89(R)	14/09/89	70 WAIG 76
Rates -(3);(8) - (14)	1744(1)/89(R)	14/09/89	70 WAIG 76
(2)(a)(b)(c);(3);(8) - (14); (not BMA)	296(1)/90(R2)	23/03/90	70 WAIG 1403
(6)	1512/90	04/09/90	70 WAIG 4332
296(1)/90(R2) applies BMA	1141/91	24/07/91	71 WAIG 2543
(2)(a) & (b); amts. (3); (8) - (14)	1141/91	24/07/91	71 WAIG 2543
(6)	1469/91	16/09/91	71 WAIG 3202
(6)	1268/92	05/10/92	72 WAIG 2774
(6)	1183/93	24/08/93	73 WAIG 2690
(2)	1696/93	24/12/93	74 WAIG 904
(6)	895/94	31/08/94	74 WAIG 2747
(2)	1242/94	28/03/95	75 WAIG 1637
(2); Rates -(3)(8)(9); (10)(a); Rates -(11)-(14)	362/95	19/04/95	75 WAIG 2154
(6)	1045/95	31/10/95	75 WAIG 3277
(2); Rates - (3),(8),(9),(10)(a),(11) - (14)	486/96	15/04/96	76 WAIG 1971
(3); (8)(a)(i); (9); (10)(a),(11), (13), (14) - rates.	710/96	02/07/96	76 WAIG 2802
(6)	1060/96	01/10/96	76 WAIG 4667

(2)(b)(iii)	951/96	23/09/97	77 WAIG 2717
(6)	1709/97	30/10/97	77 WAIG 3460
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Cl.	1174/98	31/07/98	78 WAIG 3770
(6)	1968/98	23/12/98	79 WAIG 821
Rates & Text(2)(c)	609/99	01/08/99	79 WAIG 1847
Cl.	822/99	19/11/99	80 WAIG 3032
(6)	1444/99	02/12/99	80 WAIG 171
(3)(a), (8)(a), (9), (10)(i) to (iv), (11) to (14)	1138/00	01/11/00	80 WAIG 5527
(6)	1453/00	13/11/00	80 WAIG 5529
Cl	752/01	01/08/01	81 WAIG 1721
Cl.	1357/01	17/09/01	81 WAIG 2736
(6)	1683/01	3/12/01	82 WAIG 75
(2)(a) & (b)	797/02	01/08/02	82 WAIG 1369
Cl.	1207/02	14/10/02	82 WAIG 2929
(6)	1637/02	12/12/02	83 WAIG 95
Cl.	569/03	5/06/03	83 WAIG 1899 & 1967
(3), (8)(a)(i), (9) preamble, (10 to (14) incl	1106/03	22/10/03	83 WAIG 3604
(6)	1393/03	12/01/04	84 WAIG 246
Cl (3), (8) to (14) incl	570/04	4/06/04	84 WAIG 1521 & 1591
Cl (3), (8) to (14) incl	871/04	07/10/04	84 WAIG 3523
(6)	1550/04	08/03/05	85 WAIG 1113
Cl.	576/05	07/07/05	85 WAIG 2083 & 2178
Cl.	957/05	07/07/06	86 WAIG 1631 & 1725

Cl.	1/07	01/07/07	87 WAIG 1487 & 1589
Cl	115/07	01/07/08	88 WAIG 773 & 859
(3), (6), (8), (9) preamble, (10) to (14) incl	17/08	27/10/08	88 WAIG 2102
Cl	1/09	01/10/09	89 WAIG 735 & 1272
Cl	2/10	01/07/10	90 WAIG 568 & 791
Cl	2/11	01/07/11	91 WAIG 1008 & 1210
Cl	2/12	01/07/12	92 WAIG 1018
Cl.	1/13	01/07/13	93 WAIG 690
Cl.	1/14	01/07/14	94 WAIG 912

9. Special Rates and Provisions

(1)	1073/88	14/09/88	68 WAIG 2994
(1)(a) - (l), (j)(iii), (l) - (s),(t)(i),(u)(i)(ii)(iii); (v)(w)(i), (x) - (z), (aa) - (cc), (cc) - (gg), (hh)(ii),(iii).	1744(1)/89(R)	14/09/89	70 WAIG 76
(1)a - j, l - z. (not BMA)	296(1)/90(R2)	23/03/90	70 WAIG 1403
(1)(e)	386/90	16/07/90	70 WAIG 2664
296(1)/90(R2) applies BMA	1141/91	24/07/91	71 WAIG 2543
(1)(a) - (l), (j)(iii), (l) - (s), (t)(i), (u)(i)(ii)(iii),(v)(w)(i), (x) - (z), (aa) - (cc), (cc) - (gg), (hh)(iii),(ii). Rates-(1)(a) - (d), (1)(e)(i); Rates-(1)(f) - (j), (l) - (t), (u)(i)(bb),(u)(ii)&(iii), (v) - (z), (aa) - (cc), (cc) - (gg), (hh)(iii). Rates (1)(a) - (e), rates (1)(f) - (i),(j)(iii) (l) - (t), (u)(i)(bb),(u)(ii)(iii),(v),(w)(i), (x) - (z); (aa) - (gg),(hh)(iii),(l)(ii).	1141/91	24/07/91	71 WAIG 2543
	362/95	19/04/95	75 WAIG 2154
	486/96	15/04/96	76 WAIG 1971

(1)(e)(i); (1)(f),(1)(m),(1)(n),(1)(s), (1)(t), (1)(u)(ii),(1)(u)(iii),(1)(v) ,(1)(w)(i), (1)(v)	710/96	02/07/96	76 WAIG 2802
(1)	1045A/95	11/04/97	77 WAIG 1490
(1)	1174/98	31/07/98	78 WAIG 3770
(1)	822/99	19/11/99	80 WAIG 3032
(1)(a) to (1)(i), (1)(j)(iii), (1)(l) to (1)(s), (1)(t)(i), (1)(u)(i)(bb), (1)(u)(ii)(iii), (1)(v)(a)(A)(B), (1)(w)(i), (1)(x) to (z), (1) (aa) to (gg), (1)(hh)(iii) & (1)(ii)	1138/00	01/11/00	80 WAIG 5527
Cl.	1357/01	17/09/01	81 WAIG 2736
(1)	1207/02	14/10/02	82 WAIG 2929
(1)	1106/03	22/10/03	83 WAIG 3604
(1)	871/04	07/10/04	84 WAIG 3523
(1)	17/08	27/10/08	88 WAIG 2102

10. Multi-Storey Allowance

(3)	1073/88	14/09/88	68 WAIG 2994
(3)	1744(1)/89(R)	14/09/89	70 WAIG 76
(3) (not BMA)	296(1)/90(R2)	23/03/90	70 WAIG 1403
296(1)/90(R2) applies BMA	1141/91	24/07/91	71 WAIG 2543
(3)	1141/91	24/07/91	71 WAIG 2543
Rates	362/95	19/04/95	75 WAIG 2154
Rates - (3)	486/96	15/04/96	76 WAIG 1971
Rates - (3)	710/96	02/07/96	76 WAIG 2802
(3)	1174/98	31/07/98	78 WAIG 3770

(3)	822/99	19/11/99	80 WAIG 3032
(3)	1138/00	01/11/00	80 WAIG 5527
(3)	1357/01	17/09/01	81 WAIG 2736
(3)	1207/02	14/10/02	82 WAIG 2929
(3)	1106/03	22/10/03	83 WAIG 3604
(3)	871/04	07/10/04	84 WAIG 3523
(3)	17/08	27/10/08	88 WAIG 2102
Correction Order (3)	17/08	04/11/08	88 WAIG 2113

11. Mixed Functions

12A. Fares and Travelling (Except Plumbers)

(2)(5)(11)	1254/88	01/07/88	68 WAIG 2994
Rates – (2);(5)(b)(ii);(11);	1592/89	17/07/89	69 WAIG 3328
(2); (5)(b)(ii); & (11)	1512/90	04/09/90	70 WAIG 4332
(2); (5)(b)(ii); (11)	1469/91	16/09/91	71 WAIG 3202
(2); (5)(b)(ii); (11)	1268/92	05/10/92	72 WAIG 2774
(2); (5)(b)(ii); (11)	1183/93	24/08/93	73 WAIG 2690
Rates-(2); (5)(b)(ii); (11)	895/94	31/08/94	74 WAIG 2747
Rates – (2);(5)(b)(ii);(11)	1045/95	31/10/95	75 WAIG 3277
(2);(5)(b)(ii);(11)	1060/96	01/10/96	76 WAIG 4667
(2), (5) & (11)	1453/00	13/11/00	80 WAIG 5529
(2), (5) & (11)	1683/01	3/12/01	82 WAIG 75
(2), (5) & (11)	1550/04	08/03/05	85 WAIG 1113

(2), (5) & (11)	17/08	27/10/08	88 WAIG 2102
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12B. Fares and Travelling - Plumbers Only

(2)(3)(5)	1254/88	01/07/88	68 WAIG 2994
Rates - (2)(3)(5)(a)	1592/89	17/07/89	69 WAIG 3328
(2);(3);&(5)(a)	1512/90	04/09/90	70 WAIG 4332
(2); (3); (5)(a)	1469/91	16/09/91	71 WAIG 3202
(2); (3); (5)(a)	1268/92	05/10/92	72 WAIG 2774
(2); (3); (5)(a)	1183/93	24/08/93	73 WAIG 2690
Rates - (2); (3); & (5)(a)	895/94	31/08/94	74 WAIG 2747
Rates - (2),(3) & (5)(a)	1045/95	31/10/95	75 WAIG 3277
(2);(3);(5)(a)	1060/96	01/10/96	76 WAIG 4667
(2), (3) & (5)(a)	1453/00	13/11/00	80 WAIG 5529
(2), (3) & (5)(a)	1683/01	3/12/01	82 WAIG 75
(2), (3) & (5)	1550/04	08/03/05	85 WAIG 1113
(2), (3) & (5)	17/08	27/10/08	88 WAIG 2102

13. Hours

14. Rest Periods and Crib Time

15. Overtime

16. Weekend Work

17. Holidays and Holiday Work

18. Shift Work

19. Inclement Weather

(1) (not BMA)	296(1)/90(R2)	23/03/90	70 WAIG 1403
296(1)/90(R2) applies BMA	1141/91	24/07/91	71 WAIG 2543

20. Meal Allowance

(1)	1369/87	09/02/88	68 WAIG 752
(1)	177/88	29/02/88	68 WAIG 1051
(1)	1254/88	01/07/88	68 WAIG 2994
(1)	1592/89	17/07/89	69 WAIG 3328
Cl.	1512/90	04/09/90	70 WAIG 4332
Cl.	1469/91	16/09/91	71 WAIG 3202
Cl.	1268/92	05/10/92	72 WAIG 2774
Cl.	1183/93	24/08/93	73 WAIG 2690
Cl.	1060/96	01/10/96	76 WAIG 4667
Cl.	1709/97	30/10/97	77 WAIG 3460
Cl.	1968/98	23/12/98	79 WAIG 821
Cl.	1444/99	02/12/99	80 WAIG 171
Cl.	1453/00	13/11/00	80 WAIG 5529
Cl.	1683/01	3/12/01	82 WAIG 75

CI	1637/02	12/12/02	83 WAIG 95
CI	1393/03	12/01/04	84 WAIG 246
CI	1550/04	08/03/05	85 WAIG 1113
CI	17/08	27/10/08	88 WAIG 2102

21. Living Away From Home – Distant Work

(4)(a)(iii);(7)(b);	177/88	29/02/88	68 WAIG 1051
(3)(4)(6)(7)	1254/88	01/07/88	68 WAIG 2994
(3),(4)(a)(iii)	1592/89	17/07/89	69 WAIG 3328
(4)(b),(6),(7)	1592/89	17/07/89	69 WAIG 3328
(3)(b); (4)(a)(iii); (4)(b); (6)(a); (7)(b)	1512/90	04/09/90	70 WAIG 4332
(4)(a)(iii); (4)(b); (6)(a) & (7)(b)	1469/91	16/09/91	71 WAIG 3202
(4)(a)(iii), (4)(b), (6)(a)	1268/92	05/10/92	72 WAIG 2774
(4)(a)(iii); (4)(b); (6)(a) & (7)(b)	1183/93	24/08/93	73 WAIG 2690
Rates – (4)(b); (6)(a); & (7)(b)	895/94	31/08/94	74 WAIG 2747
Rates – (3),(4)(b),(6) & (7)(b)	1045/95	31/10/95	75 WAIG 3277
(3)(b);(4)(a)&(b);(6)(a);(7)(b)	1060/96	01/10/96	76.WAIG 4667
(3) & (4)	1709/97	30/10/97	77 WAIG 3460
(3) & (4)	1968/98	23/12/98	79 WAIG 821
(3)(b), (4)(a)(iii)	1444/99	02/12/99	80 WAIG 171
(3)(b), (4)(a)(iii), (6)(a) & (7)(b)	1453/00	13/11/00	80 WAIG 5529
(3)(b), (4)(a)(iii), (6)(a) & (7)(b)	1683/01	3/12/01	82 WAIG 75
(3)(b), (4)(a)(iii) & (7)(b)	1637/02	12/12/02	83 WAIG 95
(3)(b), (4)(a)(iii) & (7)(b)	1393/03	12/01/04	84 WAIG 246

(3)(b), (4)(a)(iii), (6) & (7)(b)	1550/04	08/03/05	85 WAIG 1113
Corr. (3)(b), (4)(a)(iii)&(7)(b) – effective 08/03/05	1550/04	11/04/05	85 WAIG 1627
(3), (4), (6) & (7)	17/08	27/10/08	88 WAIG 2102

22. Annual Leave

23. Sick Leave

24. Accident Pay

25. Bereavement Leave

26. Maternity Leave

27. Jury Service

28. Time Records

(1)	656/97	29/05/97	77 WAIG 1717
(1)	1885/97	11/12/97	78 WAIG 730
(2)(c) Ins text.	491/98	16/04/98	78 WAIG 1563
CI	2053/98	22/06/99	79 WAIG 2015

29. Protection of Employees

30. Amenities

(2)	138/89	15/03/89	69 WAIG 803
(2)	3/90	06/04/90	70 WAIG 1759
(2)	2093/90	04/06/91	71 WAIG 1848

31. First Aid Equipment

(1)	993/90	03/09/90	70 WAIG 3155
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32. Special Tools and Protective Clothing

see note	296(1)/90(R2)	23/03/90	70 WAIG 1403
296(1)/90(R2) applies BMA	1141/91	24/07/91	71 WAIG 2543
Rates (5)(b)	362/95	19/04/95	75 WAIG 2156
Rates – (5)(b),	486/96	15/04/96	76 WAIG 1971
Rates - (5)(b)	710/96	02/07/96	76 WAIG 2802
(5)(b);	1060/96	01/10/96	76 WAIG 4667
(5)(b)	1453/00	13/11/00	80 WAIG 5529
(5)(b)	1683/01	3/12/01	82 WAIG 75
(5)(b)	1637/02	12/12/02	83 WAIG 95
(5)(b)	1393/03	12/01/04	84 WAIG 246
(5)(b)	1550/04	08/03/05	85 WAIG 1113
Corr. (5)(b) - effective 08/03/05	1550/04	11/04/05	85 WAIG 1627
(5)	17/08	27/10/08	88 WAIG 2102

33. Compensation For Clothes and Tools

(2)	1254/88	01/07/88	68 WAIG 2994
(2)(a)	1592/89	17/07/89	69 WAIG 3328
(2)(a)	1512/90	04/09/90	70 WAIG 4332
(2)(a)	1469/91	16/09/91	71 WAIG 3202
(2)(a)	1268/92	05/10/92	72 WAIG 2774
(2)(a)	1183/93	24/08/93	73 WAIG 2690
Rates - (2)(a)	895/94	31/08/94	74 WAIG 2747
Rates - (2)(a)	1045/95	31/10/95	75 WAIG 3277
(2)(a);	1060/96	01/10/96	76 WAIG 4467
(2)	1709/97	30/10/97	77 WAIG 3460
(2)	1968/98	23/12/98	79 WAIG 821
(2)(a)	1444/99	02/12/99	80 WAIG 171
(2)(a)	1453/00	13/11/00	80 WAIG 5529
(2)(a)	1683/01	3/12/01	82 WAIG 75
(2)(a)	1637/02	12/12/02	83 WAIG 95
(2)(a)	1393/03	12/01/04	84 WAIG 246
(2)(a)	1550/04	08/03/05	85 WAIG 1113
Corr. (2)(a) - effective 08/03/05	1550/04	11/04/05	85 WAIG 1627
(2)	17/08	27/10/08	88 WAIG 2102

34. Payment of Wages

35. Presenting For Work But Not Required

36. Termination of Employment

(36A. Redundancy)

Ins. Cl.	1686/90	01/06/93	73 WAIG 1798
Quashed.	975/93	12/08/93	73 WAIG 2307

(37. Job Stewards)

Title & Cl.	872B/91	01/08/92	72 WAIG 1789
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37. Job Stewards and Health and Safety Representatives

Ins.	2053/97	22/11/97	77 WAIG 3138
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38. Posting of Award

39. Posting of Notices

40. Right of Entry

Ins.	2053/97	22/11/97	77 WAIG 3138
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41. Apprentices

(1)(a)(i) & renum.s/cl.(b) (not BMA)	296(1)/90(R2)	23/03/90	70 WAIG 1403
296(1)/90(R2) applies BMA	1141/91	24/07/91	71 WAIG 2543
(1)(a)(iv) ins	986/05	23/3/06	86 WAIG 711
(1)(a)(iv) amend para	986/05 (Cor)	30/3/06	86 WAIG 712

42. Under-Rate Employees

43. Long Service Leave

Cl.	872A/91	17/10/91	71 WAIG 2830
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44. Stand Downs**45. Prohibition of Junior Employees**

(3) – (9)	1576/87	01/12/87	78 WAIG 3770
(6)(a), (7) (not BMA)	296(1)/90(R2)	23/03/90	70 WAIG 1403
296(1)/90(R2) applies BMA	1141/91	24/07/91	71 WAIG 2543

46. Settlement of Disputes**47. Procedures to Resolve Demarcation Disputes****48. Award Modernisation**

Ins. Cl. (not BMA)	296(1)/90(R2)	23/03/90	70 WAIG 1403
296(1)/90(R2) applies BMA	1141/91	24/07/91	71 WAIG 2543

49. Structural Efficiency Exercise

Ins. Cl. (not BMA)	296(1)/90(R2)	23/03/90	70 WAIG 1403
296(1)/90(R2) applies BMA	1141/91		71 WAIG 2543

50. Superannuation

Ins. Cl.	315/91	01/03/92	72 WAIG 504
Cl.	334/97	14/04/97	77 WAIG 1250
Ins. Text	599/98	30/06/98	78 WAIG 2559
(1)(e)	2003/97	16/11/98	78 WAIG 4868
(2)(b)	1444/99	02/12/99	80 WAIG 171
(2)(b)	900/00	11/08/00	80 WAIG 4343
(1)(e)	1683/01	03/12/01	82 WAIG 75
(2)(b)	1207/02	14/10/02	82 WAIG 2929

51. Redundancy

Ins. Cl	1154/95	31/05/96	76 WAIG 2144
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Appendix – Resolution of Disputes Requirements

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
Cl	2053/97	22/11/97	77 WAIG 3079

Appendix A

Cl.	517/88	01/07/88	68 WAIG 1686
(1),(13)	834/89	01/07/89	69 WAIG 3217
Cl.	778/90	01/07/90	70 WAIG 2995
Cl.	1049/91	01/07/91	71 WAIG 2753
Cl.	851/92	26/10/92	72 WAIG 2498
Cl.	943/93	01/07/93	73 WAIG 1989
Cl.	714/94	01/07/94	74 WAIG 1869

Cl.	641/95	01/07/95	75 WAIG 2125
Cl.	911/96	01/07/96	76 WAIG 3365
Cl.	1400/97	01/07/97	77 WAIG 2547
Cl.	975/98	01/07/98	78 WAIG 2999
Cl.	690/99	01/07/99	79 WAIG 1843
Cl.	718/01	01/07/01	81 WAIG 1559
Cl.	686/02	01/07/02	82 WAIG 1185
Cl.	570/03	01/07/03	83 WAIG 1657
Cl.	696/04	01/07/04	84 WAIG 2145
Cl.	458/05	01/07/05	85 WAIG 1893
Cl.	59/06	01/07/06	86 WAIG 1471
Cl.	53/07	01/07/07	87 WAIG 2435
Cl.	9/08	01/07/08	88 WAIG 689
Cl.	24/09	01/07/09	89 WAIG 729
Cl. Corr. Order Schedule B (7)(a)(i)&(ii)	24/09	01/07/09	89 WAIG 2483
Cl.	117/10	01/07/10	90 WAIG 561
Cl.	24/11	01/07/11	91 WAIG 995
Cl.	6/12	01/07/12	92 WAIG 725
Cl.	7/13	01/07/13	93 WAIG 461
Cl.	11/14	01/07/14	94 WAIG 669

Appendix B

Cl.	337/89	28/02/89	69 WAIG 2055
Clause (3) rates	1592/89	17/07/89	69 WAIG 3328

Clause (3) – (a),(b) & (c)	1512/90	04/09/90	70 WAIG 4332
Cl (2),	955/91	09/08/91	71 WAIG 2269
Cl. (3), – (a),(b) & (c)	1469/91	16/09/91	71 WAIG 3202
Cl. (3), – (a),(b) & (c)	1268/92	05/10/92	72 WAIG 2774
Cl. (3), – (a),(b) & (c)	1183/93	24/08/93	73 WAIG 2690
Cl.(3), – (a),(b) & (c)	895/94	31/08/94	74 WAIG 2747
Rates (2)	362/95	19/04/95	75 WAIG 2156
Cl. (3)	1045/95	31/10/95	75 WAIG 3277
Rates (3)	486/96	14/05/96	76 WAIG 1971
Rates (2)Corr/Ord	486/96	15/04/96	76 WAIG 1974
Cl.(3)	1060/96	01/10/96	76 WAIG 4667
Cl. (3)	1709/97	30/10/97	77 WAIG 3460
(3)(a), (b) & (c)	1453/00	13/11/00	80 WAIG 5529
Cl.	1357/01	17/09/01	81 WAIG 2736

Appendix C

Cl.	337/89	28/02/89	69 WAIG 2055
Cl. (3), – rates	1592/89	17/07/89	69 WAIG 3328
Cl. (3), – (a),(b) & (c)	1512/90	04/09/90	70 WAIG 4332
Cl (2),	955/91	09/08/91	71 WAIG 2269
Cl. (3), – (a),(b) & (c)	1469/91	16/09/91	71 WAIG 3202
Cl. (3), – (a),(b) & (c)	1268/92	05/10/92	72 WAIG 2774
Cl. (3), – (a),(b) & (c)	1183/93	24/08/93	73 WAIG 2690
Cl. (3), – (a),(b) & (c)	895/94	31/08/94	74 WAIG 2747

Rates (2)	362/95	19/04/95	75 WAIG 2156
Rates – (2),	486/96	15/04/96	76 WAIG 1971
Cl. (3);	1060/96	01/10/96	76 WAIG 4667
Cl. (3)	1709/97	30/10/97	77 WAIG 3460
(2)(a)&(b)	1174/98	31/07/98	78 WAIG 3770
(2)	822/99	19/11/99	80 WAIG 3032
(2)(a)	1138/00	01/11/00	80 WAIG 5527
(3)(a), (b) & (c)	1453/00	13/11/00	80 WAIG 5529
Cl.	1357/01	17/09/01	81 WAIG 2736

Appendix D

Appendix	472/88	18/07/88	68 WAIG 2048
Cl.(4) & (5) (not BMA)	296(1)/90(R2)	23/03/90	70 WAIG 1403
Appendix	344/91	12/04/91	71 WAIG 1439
296(1)/90(R2) applies BMA	1141/91	24/07/91	71 WAIG 2543
Cl. (5); (6); (15)(a)(h)(i)	1141/91	24/07/91	71 WAIG 2543
Ins. Cl. (23).	184/92	20/05/92	72 WAIG 1327
Rates (5),(6),(15)(a) & (h)(i)	362/95	19/04/95	75 WAIG 2156
Rates – (5),(6),(15)(a)&(h)(i)	486/96	15/04/96	76 WAIG 1971
Rates – (5),(6),(15)(a),(h)&(i)	710/96	02/07/96	76 WAIG 2802
Cl. (3)	1709/97	30/10/97	77 WAIG 3460
(5) & (6)	1174/98	31/07/98	78 WAIG 3770
(5) & (6)	1138/00	01/11/00	80 WAIG 5527
Cl.	1357/01	17/09/01	81 WAIG 2736

Appendix E

Appendix F

Rates.	1254/88	30/09/88	68 WAIG 2994
Rate – cl. (5)	1744(1)/89®	14/09/89	70 WAIG 76
Cl (5) (not BMA)	296(1)/90(R2)	23/03/90	70 WAIG 1403
296(1)/90(R2) applies BMA, cl. 5	1141/91	24/07/91	71 WAIG 2543
Rates (5)	362/95	19/04/95	75 WAIG 2156
Rates – (5)	486/96	15/04/96	76 WAIG 1971
Rates – (5)	710/96	02/07/96	76 WAIG 2802
Cl. (5)	1174/98	31/07/98	78 WAIG 3770
Cl. (5)	1138/00	01/11/00	80 WAIG 5527
Cl.(5)	1357/01	17/09/01	81 WAIG 2736
Cl. (5)	1207/02	14/10/02	82 WAIG 2929
Cl (5)	1106/03	22/10/03	83 WAIG 3604
Cl (5)	871/04	07/10/04	84 WAIG 3523
Cl (5)	17/08	27/10/08	88 WAIG 2102

Appendix G

Allowance rate - varied	1254/88	30/09/88	68 WAIG 2994
Cl. (4). - vary rate	1744(1)/89(R)	14/09/89	70 WAIG 76
Cl. (4) (not BMA)	296(1)/90(R2)	23/03/90	70 WAIG 1403
296(1)/90(R2) applies BMA	1141/91	24/07/91	71 WAIG 2543

Cl. (4)	1141/91	24/07/91	71 WAIG 2543
Rates (4)	362/95	19/04/95	75 WAIG 2156
Rates - (4)	486/96	15/04/96	76 WAIG 1971
Rates - (4)	710/96	02/07/96	76 WAIG 2802
Cl. (4)	1174/98	31/07/98	78 WAIG 3770
Cl. (4)	822/99	19/11/99	80 WAIG 3032
Cl. (4)	1138/00	01/11/00	80 WAIG 5527
Cl. (5)	1357/01	17/09/01	81 WAIG 2736
Cl. (4)	1207/02	14/10/02	82 WAIG 2929
Cl. (4)	1106/03	22/10/03	83 WAIG 3604
Cl (4)	871/04	07/10/04	84 WAIG 3523
Cl (4)	17/08	27/10/08	88 WAIG 2102

Appendix H

Schedule A - Parties to the Award

Ins. sch.	605/93	04/05/93	73 WAIG 1639
Del & ins parties	1045/95	31/10/95	75 WAIG 3277

(Edit Note: In Order 605/93 (Association of Workers) is incorrectly spelt.)

Sch.	616/02	28/06/02	82 WAIG 2137
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(Schedule A)

Schedule.	1073/88	14/09/88	68 WAIG 2994
Ins. (2) resp.	1607/90	05/12/90	71 WAIG 347

Del. (1) resp.	76/80	26/04/91	71 WAIG 1293
Del. resp. file ref	76/80 pt77	31/03/92	72 WAIG 844
Del. resp.	76/80 pt33	25/08/92	72 WAIG 2061
Del. resp.	76/80 pt75	25/08/92	72 WAIG 2062
Rename sch.	605/93	04/05/93	73 WAIG 1639

Schedule B - Respondents

Schedule	895/94	31/08/94	74 WAIG 2747
Del. Resp.	76/80 pt112	27/01/98	78 WAIG 731
Del. Resp.	76/80 pt44	29/06/98	78 WAIG 2921
Del. Resp.	1310/02	7/8/03	83 WAIG 2774
Del. Resp.	51/06	11/4/06	86 WAIG 1082
Del. Resp.	61/06	2/6/06	86 WAIG 1336

Appendix - S.49B - Inspection of Records Requirements

Ins. Appendix	694/96	16/07/96	76 WAIG 2789
Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138
App.	491/98	16/04/98	78 WAIG 1471
CI	2053/98	22/06/99	79 WAIG 2015