

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1988  
s.113 application for variation

The Australian Workers' Union  
(C No. 25068 of 1989)

Conciliation and Arbitration Act 1904  
s.25 notification of industrial dispute

The Australian Workers' Union

and

Australian Federation of Construction Contractors and others  
(C No. 20771 of 1988)

AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE  
(CONSOLIDATED) AWARD 1987(1)  
(ODN C No. 01373 of 1975)

Construction workers

Building, metal and civil  
construction industries

COMMISSIONER LEAR

SYDNEY, 4 DECEMBER 1989

New award/structural efficiency principle

## AWARD

1 - TITLE

This award shall be known as the Australian Workers' Union Construction and Maintenance Award 1989.

## 2 - ARRANGEMENT

This award is arranged as follows:

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(1)Print G6898 [A051]

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## 2 AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516]

### 2 - Arrangement - contd

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This award shall supersede the Australian Workers' Union Construction and Maintenance (Consolidated) Award 1987 in the States of Victoria, South Australia and Tasmania, but no right, obligation or liability already accrued or incurred under such award shall be affected by such supersession.

#### 4 - APPLICATION OF AWARD

Subject to the provisions of clause 5 hereof, this award shall apply to the employment of persons engaged in or in connection with the industries or callings of:

- (a) The construction, repair, maintenance or demolition of:
  - (i) civil and/or mechanical engineering projects;
  - (ii) power transmission, light, television, radio, communication, radar, navigation, observation towers or structures;

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AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516] 3

#### 4 - Application of award (a) - contd

- (iii) power houses, chemical plants, hydrocarbons and/or oil treatment plants or refineries;
- (iv) silos, excepting grain silos in Tasmania and South Australia;
- (v) sports and/or entertainment complexes;
- (vi) car parks excepting car park buildings and car parks within the alignment of a building;
- (vii) railways, tramways, roads, freeways, causeways, aerodromes, drains, dams, weirs, bridges, overpasses, underpasses, channels, waterworks, pipe tracks, tunnels, water and sewerage works, conduits, and all concrete work and preparation incidental thereto.

(b) The industry or calling of either or both catering and cleaning for or at premises provided for persons mentioned in subclause (a) hereof.

#### 5 - EXCEPTIONS AND LIMITATIONS

This award shall not apply to the employment of:

- (a) any building tradesman;
- (b) any builder's labourer or plumber's labourer employed on a building or building-type structure which is for the purpose of housing persons, goods or workshop equipment (other than mechanical or electrical plant).

#### 6 - LOCALITY

This award shall apply in the States of Victoria, South Australia and Tasmania.

#### 7 - PARTIES BOUND

This award shall be binding upon:

- (a) The Australian Workers' Union and the members thereof;
- (b) The following employer organisations and the members thereof:

Australian Earthmovers and Road Contractors Federation.  
Australian Federation of Construction Contractors.  
Master Builders' Association of South Australia Incorporated.  
The Master Builders' Association of Tasmania.  
Master Builders' Association of Victoria.  
The Victorian Employers Federation.

- (c) The employers listed in the schedule of respondents attached to this award.

#### 8 - WORK DONE THROUGH CONTRACTORS

(a) No employer shall permit any operation or function or employment of any of the classes to which this award is applicable to be carried on, exercised or entered into by any contractor or other person on behalf of the employer, except in accordance with the terms and conditions of this award as if the contractor or other person were a party to and bound by this award.

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#### 4 AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516]

##### 8 - Work done through contractors - contd

(b) No employer shall enter into any contract for the carrying on of any of the work covered by this award by means of employees unless the contract contains a clause binding the contractor to pay the rates and observe the conditions herein prescribed in respect of the work contracted for, so long as this award remains in operation.

#### 9 - OPERATION AND DURATION

This award shall come into force from the beginning of the first pay period to commence on or after 20 October 1989 and shall continue in force for six months.

Provided that clause 28 shall not come into operation until further order of the Commission.

#### 10 - DEFINITIONS

(a) "Assistant powder monkey" means a person assisting under the direct supervision of a powder monkey in placing and firing explosive charges

excluding the operation of explosive powered tools.

(b) (i) "Assistant rigger" means a person 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 structure or for setting up cranes or hoists other than those attached to scaffolding and who has had less than twelve months experience at work, and shall include an employee either performing rigging work that is an integral part of, or is incidental to a tradesman's work or work that is an integral part of or is incidental to, crange operations.

(ii) An employee classified or employed as an assistant rigger (as defined) shall, on the termination of his employment or of his work in that classification for an employer be supplied by such employer with a written statement signed by the employer showing the duration of his service with that employer as an assistant rigger.

(iii) Not more than one assistant rigger (as defined) shall be employed in any rigging gang (including leading hand dogman) when the number of employees in the gang does not exceed five.

(c) "Bitumen worker" means an employee heating, preparing, cutting, carrying, laying using on woodwork or handling asphalt, bitumen, tar or emulsion or material coated with any one thereof.

(d) "Commission" means the Australian Industrial Relations Commission.

(e) "Concrete finisher" means an employee other than a concrete floater engaged in the hand finishing of concrete or cement work not being a finish in marble, mosaic or terrazzo.

(f) "Concrete floater" means an employee engaged in concrete or cement work and using a wooden or rubber screeder or mechanical trowel or a wooden float or engaged in bagging off or broom finishing or patching.

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AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516] 5

10 - Definitions - contd

(g) "Employee in charge of plant" means:

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

(ii) an employee who is invested with the superintendence and responsibility or who has to accept the superintendence and

responsibility over one or more other employees; or

(iii) when he is the only person of his class employed on the plant the employee who does the general repair work of the plant in addition to the work of operating, but not when he merely assists a fitter or engineer to do such work; or

(iv) where shifts are worked the employee who is directed to carry out the general repair work of the plant in addition to the work of operating, but not when he merely assists a fitter or engineer to do such work.

(h) "Fencer" means an employee erecting fencing with material other than sawn timber such as post and rail or wire fencing.

(i) "Leading hand" means an employee who is required to supervise or direct or be in charge of another employee or other employees.

(j) "Renderer" means an employee who applies by hand a continuous coat of cement mortar to a brick, masonry or set concrete surface and finishes it to a true and smooth surface by means of a trowel or float.

(k) "Scaffolder" means an employee engaged in the work of erecting or altering or dismantling scaffolding of all types.

(l) "Pitcher or beacher" means an employee pitching or beaching on embankment or floor with stone or riprap.

(m) "Sharpeners, tools" means an employee who sharpens and repairs any tools or drills which are heated to be sharpened.

(n) "Timberman" means an employee timbering excavations, shafts, etc.

(o) "Tunneller 1" means an experienced tunneller who is engaged underground in the work of drilling, charging, firing, operating mucking loaders, timbering, placing steel supports, rock bolting, concrete vibrator hand, concrete gun operator or tending concrete chutes and conveyor belts.

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

(q) "Union" means The Australian Workers' Union.

(r) "Wall builder" means an employee cutting and facing stone and placing stone in position and who is responsible for line and direction.

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11 - CONTRACT OF EMPLOYMENT

Weekly employment

(a) Except as provided in subclause (b) hereof employment shall be by the week. An employee not specifically engaged as a casual shall be deemed to be employed by the week.

#### Casual employment

- (b) (i) A casual employee is one engaged and paid as such.
- (ii) A casual employee for working ordinary time shall be paid per hour  $\frac{1}{38}$  of the actual weekly rate prescribed by subclause 14(e) of this award for the work performed, plus 20%.
- (iii) A casual employee shall not be entitled to the annual leave, sick leave and public holidays prescribed by this award.

#### 12 - TERMINATION OF EMPLOYMENT

##### Employees engaged by the week

(a) Subject to the provisions of subclause 46(b) of this award termination of all weekly engagements shall require a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be.

Provided that where an employer has given notice as aforesaid to a weekly-engaged employee, the employer shall grant, if requested, leave of absence without pay for one day to enable the employee to look for alternative employment.

##### Employees engaged as casuals

(b) Termination of all casual engagements shall require one day's notice on either side given at any time during the week or the payment or forfeiture of one day's pay as the case may be.

##### Summary dismissal

(c) This clause shall not affect the employer's right to dismiss forthwith at any time an employee because of the latter's incompetence or misconduct in which case the employee shall be paid all wages due up to the time of dismissal only.

#### 13 - REDUNDANCY (reserved)

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#### 14 - RATES OF PAY

##### Weekly base rates

(a)

Classification	Weekly base rate \$
PART 1 - CONSTRUCTION WORKERS	
Construction worker grade 1	293.60
1. Labourer with less than 3 months experience in the construction industry	
2. Construction worker grade 2	314.40
Aluminium alloy structural erector	
Assistant powder monkey (as defined)	
Assistant rigger (as defined)	
Bar bending machine operator	
Bitumen worker (as defined)	
Chainman	
Concrete cutting or drilling machine operator	
Concrete floater (as defined)	
Concrete formwork stripper	
Concrete gang worker	
Concrete gun or pump operator	
Crane chaser/crane hand/gantry hand	
Demolition labourer	
Dump cart operator	
Fencer (as defined)	
Gear hand	
Jackerhammerman	
Kerb and gutter layer	
Pick or shovelman	
Steel erector	
Tradesmans labourer	
3. Construction worker grade 3	325.70
Concrete batching plant operator	
Concrete finisher (as defined)	
Foundation shaftsman (as defined)	
Hoist or winch driver	
Manhole builder	
Pitcher or beacher (as defined)	
Powder monkey	
Power driven portable saw, employee operating	
Scaffolder (as defined)	
Spotter	
Steel fixer (including tack welder)	
Storeman	
Tool sharpener (as defined)	
Traffic controller	



Wall builder (as defined)



8 AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516]

14 - Rates of pay Pt 1(a) - contd

Classification	Weekly base rate \$
PART 1 - CONSTRUCTION WORKERS - contd	
4. Construction worker grade 4	338.40
Crusher operator, aggregate Dogman Drainer Operator, drilling machine, up to and including 155 mm diameter, Paviour (including segmental paving) Pipe layer (any kind of pipes) Renderer (as defined) in pipes, tunnels or covered drains Rigger Timberman (as defined)	
5. Construction worker grade 5	348.40
Operator, drilling machine, over 155 mm to 230 mm diameter Shaft or trench sinker Tunneller 2 (as defined) Winding and haulage driver	
6. Construction worker grade 6	353.80
Operator, drilling machine, over 230 mm diameter Operator, tunnel boring machine Operator, tunnel excavating machine (Alpine) Tunneller 1 (as defined)	
PART 2 - PLANT OPERATORS	
1. Plant operator grade 1	321.10
Bitumen sprayer Concrete finisher, powered Concrete spreader, powered Crawler tractor with power operated attachments (up to and including 2000 kg shipping mass) Dumper, rear and bottom (up to and	

including 2 cubic metres struck capacity)  
 Hand sprayer, lance type  
 Pneumatic tyred tractor with power  
 operated attachments (up to and  
 including 15 kw net engine power)  
 Roller (under 8 tonnes)  
 Roller, vibrating (under 4 tonnes)  
 Second driver, navvy and dragline  
 or dredge type excavator  
 Trenching machine (small Ditch-Witch type)

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AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516] 9

14 - Rates of pay Pt 2(a) - contd

Classification	Weekly base rate \$
PART 2 - PLANT OPERATORS - contd	
2. Plant operator grade 2	343.20
Bitumen sprayer (driver)	
Concrete paver	
Crawler loader (up to and including 15000 kg mass)	
Crawler tractor with power operated attachments (over 2000 kg up to and including 15000 kg shipping mass)	
Dumper, rear and bottom, (above 2 cubic metres, up to and including 30 cubic metres struck capacity)	
Excavator (up to and including 0.5 cubic metres struck capacity)	
Grader (below 35 kw net engine power)	
Locomotive (not carrying passengers)	
Pile driver	
Pneumatic tyred loader (up to and including 105 kw net engine power)	
Pneumatic tyred tractor with power operated attachments (above 15 kw up to and including 150 kw net engine power)	
Roller (8 tonnes and above)	
Roller, vibrating (4 tonnes and above)	
Scraper (up to and including 10 cubic metres struck capacity)	
Track laying, fixing or levelling machine (railway construction)	
Trenching machine (depth up to 2.4 metres, and width up to 450 mm)	

and bucket wheel trencher with  
equivalent capacity in cubic  
metres per hour

3. Plant operator grade 3 356.70

Crawler loader (above 15000 kg  
mass, up to and including  
60000 kg mass)  
Crawler tractor with power operated  
attachments (above 15000 kg up to  
and including 60000 kg mass)  
Dumper, rear and bottom (above 30  
cubic metres, up to and including  
120 cubic metres struck capacity)  
Excavator (above 0.5 cubic metres,  
up to and including 5.5 cubic  
metres struck capacity  
(This group includes Gradall)  
Grader, (35 kw up to and including  
190 kw net engine power)

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10 AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516]

14 - Rates of pay Pt 2(a) - contd

Classification	Weekly base rate \$
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#### PART 2 - PLANT OPERATORS - Contd

Locomotive (carrying passengers)	356.70
Pneumatic tyred loader (over 105 kw up to and including 500 kw net engine power)	
Pneumatic tyred tractor with power operated attachments (above 150 kw up to and including 500 kw net engine power)	
Scraper (above 10 cubic metres, up to and including 50 cubic metres struck capacity)	
Trenching machine (greater than 2.4 metres depth and 450 mm width) and bucket wheel trencher with equivalent capacity in cubic metres per hour	

#### PART 3 - MOBILE CRANE OPERATORS

Operator of mobile crane with lifting capacity of:

1.	Up to 8 tonnes	334.70
2.	In excess of 8 tonnes and not exceeding 15 tonnes	344.40
3.	In excess of 15 tonnes and not exceeding 40 tonnes	352.70
4.	In excess of 40 tonnes and not exceeding 80 tonnes	359.20
5.	In excess of 80 tonnes and not exceeding 100 tonnes	364.20
6.	In excess of 100 tonnes and not exceeding 140 tonnes	371.60
7.	In excess of 140 tonnes and not exceeding 180 tonnes	381.40
8.	In excess of 180 tonnes and not exceeding 220 tonnes	394.50
9.	In excess of 220 tonnes	411.40

PART 4 - CATERING PERSONNEL (reserved)

PART 5 - CARTING AND DRIVING

The weekly base rate for carting and driving classifications not elsewhere included in this clause shall be the current weekly wage rate prescribed in the Transport Workers Award, 1983.(2)

#### Supplementary payments

(b) Employees shall be paid the following supplementary payments which shall be added to the amounts in subclause (a) hereof for the purpose of calculating the actual weekly rates.

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(2)Print F2076 [T140]

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14 - Rates of pay (b) - contd

- (i) Level A - A supplementary payment of \$50.80 per week shall be paid to all classifications on major projects and bridge building work.

Any dispute as to whether a particular project is a major project shall be referred to the Commission for determination.

The nature and type of projects formerly covered by appendix 2 of the superseded award shall be a guide to the declaration that level A supplementary payments apply on any new project.

For the purposes of this award "bridge building" shall mean the construction of all bridges, overpasses and underpasses

including on-site steel work, concrete work and the preparation incidental thereto.

- (ii) Level B - A supplementary payment of \$33.30 per week shall be paid to all classifications engaged on work not covered by level A supplementary payments.

#### District allowance

(c) Provided that the base rate prescribed in subclause (a) hereof shall be increased by the appropriate amount of district allowance set out below where employees are employed in the areas defined.

- (i) Victoria - At Yallourn - \$1.20 per week.
- (ii) South Australia - Whyalla and Iron Knob - \$1.00 per week.

#### Special allowance

(d) In addition to the base rate specified in subclause (a) hereof employees shall be paid for all purposes of the award a special allowance of \$7.70 per week and such allowance shall not be altered as a consequence of wage indexation decisions.

#### Actual weekly rate

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

- (i) subclauses (a), (b) and (c) hereof;
- (ii) clause 15 of the award;

by 52 over 50.4 (52/50.4), rounded to nearest 10 cents, and by adding to that sub total the special allowance prescribed in subclause (d) hereof.

#### 15 - ALLOWANCES

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

Per week  
\$

- (a) Cofferdam worker (under air pressure) -  
rate to be that agreed to by the parties  
concerned

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12 AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516]

15 - Allowances - contd

Per week  
\$

- |     |  |       |
|-----|--|-------|
| (b) | Coffer Dam worker (not under air pressure)<br>(as defined) | 6.40  |
| (c) | Employee in charge of plant (as defined)                   | 19.30 |

Leading hands (as defined)

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

	Per week \$
(i) In charge of not more than 1 person	9.50
(ii) In charge of 2 and not more than 5 persons	21.20
(iii) In charge of 6 and not more than 10 persons	26.80
(iv) In charge of more than 10 persons	35.70

Industry allowance

(e) An employee engaged on any of the work covered by this award shall be paid an allowance of \$14.80 a week to compensate for the following disabilities of the industry, namely, being subject to:

- (i) climatic conditions when working in the open on all types of work or on a multi-storey construction prior to it being enclosed;
- (ii) the physical disadvantage of having to climb stairs or ladders, particularly on multi-storey construction;
- (iii) dust blowing in the wind on construction sites;
- (iv) sloppy or muddy conditions associated with the initial stages of construction;
- (v) dirty conditions caused by use of form oil or green timber;
- (vi) drippings from newly poured concrete;
- (vii) the disability of working on all types of scaffold other than a single plank or a bosun's chair; and
- (viii) the lack of usual amenities associated with factory work.

Underground allowance

- |     |   |
|-----|---|
| (f) | (i) An employee required to work underground or in a shaft shall be paid an allowance of \$7.30 a week in addition to the |
|-----|---|

allowance prescribed in subclause (e) hereof and any other amount prescribed for such employee elsewhere in this award.

- (ii) "Work underground" means working beneath the surface of the earth (other than working in an open trench).

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AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516] 13

16 - SPECIAL RATES

Acid work

(a) 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 an additional 90 cents per hour or part thereof for all purposes of the award.

Carrying fuels, oils and greases

(b) An employee required by the employer to carry any fuels, oils and/or bulk greases in the employee's own vehicle for use in the employer's plant shall be paid \$5.60 per day in addition to any amount payable elsewhere in this award for each day the employee is so required by the employer to carry such materials.

Confined spaces

(c) An employee required to work in a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation shall be paid an additional 42 cents per hour or part thereof.

Cutting stone

(d) An employee engaged at cutting stone, blocks or bricks by power saw shall be paid an additional 42 cents per hour or part thereof.

Dirty work

(e) An employee engaged on unusually dirty work shall be paid an additional 34 cents per hour or part thereof.

Dual lift allowance

(f) Where two or more fork-lifts or cranes are engaged on any lift the drivers thereof shall be paid an additional amount at the rate of \$1.70 for each day or part thereof so occupied.

Explosive powered tools

(g) An employee using explosive powered tools shall be paid an additional 80 cents for each day or shift on which he uses such tools.

Fumes

(h) 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 the union and the employer.

#### Furnace work

(i) An employee engaged in the construction or alteration or repairs of boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid an additional 90 cents per hour or part thereof for all purposes of the award.

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14 AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516]

16 - Special rates - contd

#### Heavy blocks

(j) Employees engaged in handling blocks shall be paid the following additional rates:

- (i) Where blocks weigh over 5.5 kg and under 9 kg - 34 cents per hour or part thereof.
- (ii) Where the blocks weigh 9 kg or over up to 18 kg - 59 cents per hour or part thereof.
- (iii) Where the blocks weigh over 18 kg - 85 cents per hour or part thereof.

An employee shall not be required to lift a 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 block in excess of 20 kg in weight to a height of more than 4 feet (1.2 m) above the working platform.

#### Height allowance

- (k) (i) An employee working on a bridge, chimney stack, spire, radio or television mast or tower, shaft, tower or similar structure, where the construction exceeds 15 metres in height shall be paid for all work above 15 metres 34 cents per hour, with 34 cents per hour additional for all work above each 15 metres.
- (ii) Provided that height allowance shall not be payable to an employee working on a bridge deck after permanent installation of the bridge parapets has been completed.
- (iii) An employee working on a building-type structure (e.g. a water or sewerage treatment plant, pumping station, power house, smelter potroom, ore treatment plant, mineral processing plant, cement mill, or pulp mill) where the



construction exceeds 15 metres in height shall be paid the allowance prescribed in paragraph (i) hereof.

#### Hot work

(l) An employee who works in a place where the temperature has been raised by artificial means to between 46 degrees and 54 degrees Celsius shall be paid an additional 34 cents per hour or part thereof. Where the temperature exceeds 54 degrees Celsius an employee shall be paid an additional 42 cents per hour or part thereof.

Where such work continues for more than two hours the employee shall be entitled to twenty minutes rest after every two hours work without loss of pay.

#### Hot bitumen work

(m) An employee handling hot bitumen or asphalt shall be paid 42 cents per hour extra.

(n) Hydraulic hammer (reserved)

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AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516] 15

16 - Special rates - contd

#### Insulation

(o) An employee handling recognised insulating material or working in the immediate vicinity so as to be affected by the use thereof shall be paid an additional 42 cents per hour or part thereof.

#### Laser safety officer allowance

(p) 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 \$1.45 per day or part thereof whilst carrying out such duties. It shall be paid as a flat amount without attracting any premium or penalty.

#### Pile driving

(q) Where a mobile crane of in excess of 15 tonnes is required to perform pile driving on any site or installation, or is required to be involved in the extraction process, the operator shall receive an additional disability allowance of \$7.80 per day or part thereof.

#### Pipe enamelling

(r) An employee engaged on the enamelling of pipe joints by hand, on site, shall be paid an additional \$3.25 per day or part thereof.

#### Powdered lime dust

(s) (i) Employees exposed for any period greater than one hour in any

shift to powdered lime dust from the spreading or mixing of powdered lime used in the stabilisation of roadmaking material shall be supplied with the following protective clothing:

- (A) overalls;
- (B) wide vision goggles;
- (C) respirator;
- (D) boots;
- (E) gloves.

- (ii) In addition, the employer shall maintain at or near the work site or other place where such lime is being used, adequate facilities to enable any employee whose skin is contaminated with lime either directly or through his ordinary clothing to wash the affected area. A supply of barrier cream and hand cleanser shall be provided for the use of any employee required to handle powdered lime.
- (iii) Employees engaged in carrying out lime work shall be obliged to wear the protective clothing supplied by the employer pursuant to paragraph (i) hereof.
- (iv) Each employee exposed to powdered lime dust whilst engaged in spreading or mixing powdered lime shall, during the time he is so exposed, be paid 34 cents per hour in addition to all other rates payable in this award.

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16 AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516]

16 - Special rates - contd

#### Sand blasting

(t) An employee required to use a sand blasting machine shall be paid an allowance of 42 cents per hour or part of an hour whilst so engaged.

#### Sewerage work

##### Compressed air work

- (u) (i) Employees engaged in construction work in compressed air shall be paid at a rate determined by agreement between the employer and the union.

##### Live sewer work (as defined)

- (ii) An employee who works in a situation where there is direct aerial connection with a sewer through which sewerage is flowing, shall be paid an additional 30 cents per hour or part thereof.

#### Timbering

- (iii) Any sinker required to timber any shaft, drive or trench shall be paid an additional 38 cents per hour or part thereof.

#### Special work

- (v) A driver operating a tractor fitted with a blade and using such blade in breaking trail in heavy sidling country shall be paid an additional allowance of 6 cents per hour for each day or part of a day when so occupied.

#### Swing scaffold

- (w) (i) An employee required to work from any type of swing scaffold or any scaffold suspended by rope or cable, bosuns chair, or a suspended scaffold requiring the use of steel or iron hooks or angel irons shall be paid the appropriate allowance set out below corresponding to the storey level at which the anchor or bracing, from which the stage is suspended, has been erected. Such allowance shall be paid for a minimum of four hours work or part thereof:

Height of bracing	First four hours \$	Each additional hour \$
0-15 storeys (or equivalent)	2.45	0.50
16-30 storeys (or equivalent)	3.14	0.65
31-45 storeys (or equivalent)	3.70	0.76
46-60 storeys (or equivalent)	6.08	1.26
greater than 60 storeys (or equivalent)	7.75	1.60

- (ii) Payment contained in this subclause is in recognition of disabilities associated with the wearing of safety harness.

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AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516] 17

16 - Special rates - contd

#### Toxic substances

- (x) (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 this award 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 42 cents per hour or part thereof extra. Employees working in close proximity to employees so engaged shall be paid 34 cents per hour or part thereof extra.
- (iv) For the purpose of this subclause toxic substances shall include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

#### Wet work

(y) Employees working in any place where water is continually dripping on the employee so that clothing and boots become wet, or where there is water underfoot, shall be paid 34 cents per hour whilst so engaged.

### 17 - MULTI-STOREY ALLOWANCE

#### Eligibility

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

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

#### Definition of a multi-storey structure

(b) For the purposes of this award, a multi-storey structure is a structure which will, when complete, consist of five or more storey levels. "Complete" means the structure is fully functional and all work which was part of the principal contract is complete.

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

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18 AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516]

17 - Multi-storey allowance (b) - contd

Provided that any structures which do not have regular storey levels but

which are not classed as towers and which exceed 15 metres in height may be covered by this subclause, or by subclause 16(k) of this award by agreement, or where no agreement is reached, by determination of the Commission.

#### Plant room

(c) Further provided that a plant room situated on the top of a structure 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.

#### Rates

- (d) (i) Except as provided for in subclause (e) hereof, an allowance in accordance with the following table shall be paid to all employees on the site. The second and subsequent allowance scales shall, where applicable, commence to apply to all employees when one of the following components of the structure - structural steel, reinforcing steel, boxing or walls, rises above the floor level first designated in each such allowance scale.
- (ii) "Floor level" means that stage of construction which in the completed structure would constitute the walking surface of the particular floor level referred to in the table of payments.
- (iii) From commencement of construction to 15th floor level - 26 cents per hour extra; from 16th floor level to 30th floor level - 34 cents per hour extra; from 31st floor level to 45th floor level - 50 cents per hour extra; from the 46th floor level to the 60th floor level - 64 cents per hour extra; from 61st floor level onwards - 81 cents per hour extra.

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

#### Service cores

- (e) (i) 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 height allowance prescribed in subclause 16(k) of this award 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 height 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.

- (ii) Provided that any section of 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 application to the main structure.

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AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516] 19

18 - HOURS OF WORK - DAY WORKERS

Ordinary hours

(a) Subject to the provisions of this clause, the ordinary hours of work for day workers shall be 38 per week and shall be worked between 7.00 a.m. and 6.00 p.m. Monday to Friday inclusive.

Rostered day off

(b) The ordinary hours shall be worked within a four week cycle of nineteen working days each of eight hours and one rostered day off. Twenty-four minutes of each day worked during a cycle shall accrue as an entitlement to take the fourth Monday as a rostered day off which shall be paid for as though worked.

Alternative RDO

(c) By agreement in writing between an employer and his employees an alternative working day in the cycle may be substituted for the fourth Monday as the rostered day off, and where such agreement is reached, all provisions of the award shall apply as if the substituted day were the prescribed fourth Monday.

Special circumstances

(d) Where special circumstances exist and where the union and the employer agree that it is not practicable for the foregoing four week cycle to operate, agreement may be reached between the union and the employer on such other method of arranging working hours so that the average ordinary hours worked in any one week do not exceed 38.

RDO falling on public holiday

(e) Where the fourth Monday or agreed rostered day off falls on a public holiday prescribed by the award, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four week cycle or the next is agreed in writing between the employer and his employees.

Programming of RDO's

(f) Before October each year the parties at State level will meet to programme the RDO's for the following year ensuring that they are aligned with the public holidays to the greatest extent practicable.

### Banking of RDO's

(g) By agreement between an employer and an employee, up to five rostered days off may be accumulated by that employee in any one year (January to December) and taken later in the year in not more than two groups of days at a mutually agreed time or times.

### Paid leave

(h) Each day of paid leave taken and any public holiday occurring during any four week cycle shall be regarded as a day worked for accrual purposes.

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18 - Hours of work - day workers - contd

### Pro rata accrued entitlements

(i) An employee who has not worked or is not regarded by reason of subclause (h) hereof as having worked a complete four week cycle shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in that cycle. Such pro rata entitlements shall be payable for the rostered day off or, in the case of termination of employment, on such termination.

### Work on a RDO

(j) The rostered day off prescribed by this clause shall be taken as a paid day off. Provided that the day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen or emergency circumstances on a project. In such cases the employee shall, in addition to his accrued entitlements, be paid at overtime rates for all work performed on the rostered day off.

### Early start

(k) Where it is agreed between the employer, the employees concerned and the union, the working day may begin at 6.00 a.m. or at any other time between 6.00 a.m. and 7.00 a.m., and the ordinary hours shall then begin to run from the time so agreed, with a consequential adjustment to the meal cessation period.

### Work up time

(l) Where special circumstances exist and a majority of employees desire to work more than eight ordinary hours on any day for the purpose of having a shorter working week, they may, subject to the consent of the employer and the consent of the union, be permitted to do so without payment of overtime rates, provided the longer hours so worked do not exceed two on any one day and the total ordinary hours do not exceed 38 in any week. All such ordinary hours worked in excess of eight per day shall be aggregated for the purposes of the

accrued entitlements prescribed by subclause (b) hereof.

Shaft or trench sinkers, etc.

(m) Where shaft or trench sinkers or timbermen are working at a depth of over 1.8 metres and where employees are driving at any depth in a tunnel or are engaged on similar work, the prescribed ordinary hours shall include a daily crib time of half an hour which shall be counted as time worked.

Work in compressed air

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

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## 19 - SHIFT WORK

### Definitions

(a) For the purposes of this award:

"Shift work" means any system of work in which operations are being continued by the employment of a group of employees upon work on which another group had been engaged prior thereto.

"Day shift" means any shift starting on or after 6.00 a.m. and before 10.00 a.m..

"Afternoon shift" means any shift starting at or after 10.00 a.m. and before 8.00 p.m.

"Night shift" means any shift starting at or after 8.00 p.m. and before 6.00 a.m.

"Rostered shift" means a shift of which the employee concerned has had at least 48 hours notice.

### Roster

(b) Shifts shall be worked according to a roster which shall:

- (i) provide for rotation of shifts unless all the employees concerned agree otherwise;
- (ii) provide for not more than eight shifts to be worked in any nine consecutive days;
- (iii) specify the commencing and finishing times of each shift.

### Ordinary hours



(c) The ordinary hours of work for shift workers shall not exceed an average of 38 per week over a cycle of two, three or four weeks.

(d) A shift shall consist of not more than eight consecutive hours inclusive of a crib time of 30 minutes which shall be counted as time worked.

#### Rostered off shift

(e) Twenty-four minutes of each eight hour shift worked during a shift cycle shall accrue as an entitlement to take a rostered off shift after each nineteen shifts worked. The rostered off shift shall be paid for as though worked.

#### Paid leave

(f) Each day of paid leave taken and any public holiday occurring during any shift cycle shall be regarded as a shift worked for accrual purposes.

#### Pro rata accrued entitlements

(g) A shift worker who has not worked or is not regarded by reason of subclause (f) hereof as having worked a complete shift cycle shall receive pro rata accrued entitlements for each shift worked or regarded as having been worked in that cycle. Such pro rata entitlements shall be payable for the rostered off shift or, in the case of termination of employment, on such termination.

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19 - Shift work - contd

#### Taking of rostered off shifts

(h) The employer and employees concerned shall agree in writing upon arrangements for the taking of rostered off shifts or for their accumulation. Such accumulation shall be limited to not more than five shifts before they are taken as rostered off shifts. When rostered off shifts are taken they shall be regarded as shifts worked for accrual purposes in the particular shift cycle in which they are taken.

#### Work on a rostered off shift

(i) The rostered off shift prescribed by this clause shall be taken as a paid shift off. Provided that where an employer for emergency reasons requires an employee to work on his rostered off shift the employee shall, in addition to his accrued entitlements, be paid at overtime rates for all work performed on the rostered off shift.

#### Overtime

(j) All time worked by a shift worker in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes), or on a shift

other than a rostered shift, shall be paid for at the rate of double time. Provided that this shall not apply when the overtime is worked by arrangements between the employees themselves or for the purpose of effecting the customary rotation of shifts.

#### Shift allowances

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

#### Saturdays

(l) Employees working shifts between midnight on Friday and midnight on Saturday shall be paid at the minimum rate of time and a half for ordinary hours of work inclusive of time worked for accrual purposes as prescribed in subclause (e) hereof.

#### Sundays and holidays

(m) Subject to this clause the provisions of clause 35 of this award shall apply to shift workers. Where shifts commence between 11.00 p.m. and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday. Where shifts fall partly on a Sunday or a holiday that shift the major portion of which falls on a Sunday or a holiday shall be regarded as the Sunday or holiday shift.

#### Five successive shifts

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

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19 - Shift work - contd

#### Permanent night shift

(o) An employee who (except at his/her own request pursuant to paragraph (b)(i) hereof):

- (i) during a period of engagement on shift, works night shift only; or
- (ii) remains on a night shift for a longer period than four successive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at

least 1/3 of his working time off night shift in each cycle;

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

#### Call outs

(p) A shift worker called out to work after the expiration of his customary working time and after he has left work for the shift, or is called out to work on a day on which he is rostered off, shall be paid for a minimum of three hours work calculated at double the ordinary prescribed rate for each time he is so called out. Provided that if called out on a public holiday payment shall be calculated at the rate prescribed in subclause 35(d) of this award.

#### Transport after overtime, etc.

(q) When a shift worker, after having worked overtime or a shift for which he has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide the shift worker with conveyance to his usual place of residence or to the nearest appropriate public transport.

#### 20 - OVERTIME - DAY WORKERS

##### Overtime rate

(a) Except as otherwise provided in this clause, all time worked by a day worker in excess of or outside the ordinary hours of work (inclusive of time worked for accrual purposes) shall be paid for at one and a half times the ordinary prescribed rate for the first two hours, and at double the ordinary prescribed rate for all time thereafter.

##### Computation of overtime

(b) For the purpose of computing overtime under this clause:

- (i) each day's work shall stand alone;
- (ii) "day" shall mean all the time between the normal commencing time of one day and the normal commencing time of the next succeeding day;

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20 - Overtime - day workers (b) - contd

- (iii) "Saturday" shall mean all the time between midnight Friday and midnight Saturday;
- (iv) "Sunday" shall mean all the time between midnight Saturday and midnight Sunday.

#### Saturday work

- (c) (i) Overtime worked prior to 12 noon on a Saturday shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- (ii) All overtime worked after 12 noon on Saturday shall be paid for at the rate of double time.
- (iii) All work performed on the Saturday following Good Friday shall be paid for at the rate of double time and a half.
- (iv) An employee required to work prearranged overtime on a Saturday shall be afforded at least three hours work or shall be paid for three hours at the appropriate rate.

#### Sunday work

- (d) (i) All time worked on a Sunday shall be paid for at the rate of double time.
- (ii) An employee required to work prearranged overtime on a Sunday shall be afforded at least four hours work or shall be paid for four hours at the rate of double time.

#### Transport after overtime

(e) When a day worker, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer shall provide him with conveyance to his usual place of residence or to the nearest appropriate public transport.

### 21 - CALL OUTS - DAY WORKERS

#### Mondays to Fridays

(a) An employee called out to work after the expiration of his customary working time and after he has left work for the day on Monday to Friday shall be paid for a minimum of four hours work calculated at one and a half times the ordinary prescribed rate for each time he is so called out. Provided that the employee, if required to work for two hours or more, shall be paid for a minimum of four hours work calculated at one and a half times the ordinary prescribed rate for the first two hours and at double the ordinary prescribed rate thereafter.

#### Saturdays

(b) An employee called out to work on a Saturday shall be paid for a minimum of three hours work calculated at one and a half times the ordinary prescribed rate for each time he is so called out. Provided that the employee if required to work for two hours or more, shall be paid for a minimum of three hours work calculated at one and a half times the ordinary prescribed rate for the first two hours and at double the ordinary prescribed rate thereafter.

21 - Call outs - day workers - contd

Sundays

(c) An employee called out to work on a Sunday shall, for the first call out, be paid for a minimum of three hours work at the rate of double time; and for each subsequent call out shall be paid at the rate of double time for the actual time worked.

Public holidays

(d) An employee called out to work on a public holiday shall, for the first call out, be paid for a minimum of three hours work at the rate of double time and a half; and for each subsequent call out shall be paid at the rate of double time and a half for the actual time worked.

22 - REST PERIOD AFTER OVERTIME DUTY

(a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

(b) An employee who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day so that he has not had at least ten consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of his employer, such an employee resumes or continues work without having had such ten consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) The provisions of this clause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- (i) for the purpose of changing shift rosters; or
- (ii) where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or
- (iii) where a shift is worked by arrangement between the employees themselves.

23 - MEAL, CRIB AND TEA BREAKS

Meal breaks - day workers

(a) On each day Monday to Friday there shall be a cessation of work of not less than 45 minutes duration between noon and 1.00 p.m. for day workers to take a meal break. Provided that, by agreement between the employer and the employees and the union, the meal break may be shortened to not less than 30 minutes with a consequential adjustment to the daily time of cessation of work.

#### Meal breaks - shift workers

(b) At no later than five hours after the commencement of each shift there shall be a cessation of work of 30 minutes duration to allow shift workers to take a meal break which shall be counted as time worked.

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26 AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516]

23 - Meal, crib and tea breaks - contd

#### Delayed meal breaks

(c) An employee who is required to defer a meal break prescribed by subclauses (a) and (b) hereof shall, for the duration of such deferment, be paid at single time in addition to the appropriate rate.

#### Overtime crib breaks

- (d) (i) An employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.
- (ii) Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours inclusive of time worked for accrual purposes in clauses 18 and 19 of this award shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates.
- (iii) An employer and employee may agree to any variation of these provisions to meet the circumstances of the work in hand provided that the employer shall not be required to make payment in respect of any time allowed in excess of twenty minutes.

#### Weekend crib breaks

- (e) (i) 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 30 minute meal period, the time in addition to the paid 20 minutes being without pay.
- (ii) In the event of an employee being required to work in excess

of a further four hours, such employee shall be allowed to take a paid crib time of 30 minutes which shall be paid at the ordinary rate of pay.

#### Tea breaks

- (f) (i) Two tea breaks of 7-1/2 minutes duration shall be allowed to employees without deduction of pay on each day or shift.
- (ii) The times for taking such tea breaks shall be set by agreement between the employer and employees concerned.

#### Extension of breaks

(g) The duration of any break prescribed by this clause may be extended by agreement between the employer and employees concerned. Provided that the employer shall not be required to pay for any such extension.

#### 24 - MEAL ALLOWANCE

An employee who is required to work in excess of one and a half hours overtime after working ordinary hours shall be paid a meal allowance of \$6.00, or shall, at the option of the employer, be provided with a suitable meal.

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#### 25 - FARES AND TRAVELLING TIME

The following transport allowances shall be reimbursed to employees as compensation for the travel patterns and mobility requirements of the industry:

##### Metropolitan radial areas

- (a) (i) Victoria: When employed on work located within a radius of 50 km from the G.P.O. Melbourne or the principal post office at Bendigo, Ballarat or Geelong - \$8.90 per day.
- (ii) South Australia: When employed on work located within a radius of 30 km from the G.P.O. Adelaide - \$8.40 per day.
- (iii) Tasmania: When employed on work located within a radius of 30 km from the G.P.O. Hobart or the principal post office Launceston - \$8.50 per day.

##### Distant jobs

(b) When an employee is working on a distant job as defined by subclause 26(a) of this award, the following allowances shall be paid when the work is carried out away from the place where, with the employer's approval, the employee is accommodated for the distant job:

- (i) Victoria: When employed on work located within 50 km from the place of accommodation - \$8.90 per day.

- (ii) South Australia: When employed on work located within 30 km from the place of accommodation - \$8.40 per day.
- (iii) Tasmania: When employed on work located within 30 km from the place of accommodation - \$8.50 per day.

#### Country radial areas

(c) An employer whose business or branch or section thereof is established in any place (other than on a construction site) outside the areas mentioned in subclauses (a) and (b) hereof for the purpose of engaging in construction work therefrom shall, in respect to employees engaged for work for the establishment, pay the following allowances:

- (i) Victoria: When employed on work located within 50 km from the post office nearest the employer's establishment - \$8.90 per day.
- (ii) South Australia: When employed on work located within 30 km from the post office nearest the employer's establishment - \$8.40 per day.
- (iii) Tasmania: When employed on work located within 30 km from the post office nearest the employer's establishment - \$8.50 per day.

Provided that where the employer has an establishment in more than one such place, the establishment nearest the employee's usual place of residence shall be the establishment taken into account, and the employee shall be entitled to the provisions of subclause (d) hereof when travelling to a job outside the radial area of the establishment nearest his residence.

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25 - Fares and travelling time - contd

#### Travelling outside radial areas

(d) Where an employee travels daily from inside any radial area mentioned in subclauses (a), (b) or (c) hereof to a job outside that area, he shall be paid:

- (i) the relevant allowance prescribed by subclause (a), (b) or (c); and
- (ii) in respect of travel from the designated radius to the job and return to that radius:
  - (A) 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;

- (B) any expenses necessarily and reasonably incurred in such travel, which shall be 26 cents per kilometre where the employee uses his own vehicle.

Provided that an employee on such a job whose residence is outside the radial areas prescribed herein shall be entitled to the provisions of paragraph (i) above, but not (ii) above.

#### Travelling between radial areas

(e) The provisions of subclause (d) hereof shall also apply to an employee who is required to travel daily from one of the areas mentioned in subclauses (a) and (c) hereof to an area or another area mentioned in subclauses (a) and (c).

#### Provision of transport

- (f) (i) Subject to paragraphs (ii) and (iii) hereof the allowance prescribed in this clause except the additional payment prescribed in subclauses (d) and (e) shall not be payable on any day on which the employer provides or offers to provide transport free of charge from the employee's home (or, in the case of subclause (b) the employee's place of accommodation) to the 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 suitable seating accommodation and is covered when necessary so as to be weatherproof.
- (ii) The relevant fares allowance prescribed in this clause shall be payable in respect of any day on which the employer provides a vehicle free of charge to the employee and pursuant to the contract of employment the employee is required by the employer to drive such vehicle from the employee's home to the place of work and return.

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25 - Fares and travelling time (f) - contd

- (iii) Time spent by an employee travelling from the employee's home (or, in the case of subclause (b), the employee's place of accommodation) to the place of work and return outside ordinary hours shall not be regarded as time worked for any purpose of this award and no travelling time payment shall be made in respect thereof except to the extent provided in and in accordance with clause 21 and subclauses 25(d), 25(e) and 26(d) of this award. Provided that paragraphs (ii) and (iii) of this subclause shall have no application in the case of an employee directed by the employer to pick up and/or return other employees to their homes.

#### Work in fabricating yard

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

#### Requirement to transfer

(h) 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.

#### Transfer during ordinary working hours

(i) 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.

Provided that where an employer requests an employee to use his own car to effect such transfer and such employee agrees to do so the employee shall be paid an allowance at the rate of 47 cents per kilometre.

#### Daily entitlement

(j) 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 for the paid day or shift off as prescribed in clauses 18 or 19 of this award.

#### Employees required to drive plant off site

(k) Notwithstanding anything elsewhere contained in this clause, time occupied by an employee by direction of the employer in driving plant to a camp or centre or job from any point and/or return shall be regarded and paid for as working time.

#### Transport from employer's yard

- (l) (i) An employee who, by mutual agreement with an employer, reports for work at a permanent off site yard established by the employer and is transported from such yard to the place of work and return shall not be paid the daily fares allowances prescribed by subclauses (a), (b), (c), (d), and (e) of this clause.

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- (ii) All time spent by the employee in such transportation shall be counted as time worked.
- (iii) Transport provided by the employer pursuant to this subclause shall be free of charge, equipped with suitable seating accommodation, and covered when necessary so as to be weatherproof.

## 26 - REIMBURSEMENT OF EXPENSES

### Qualification

(a) 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 usual place of residence that he cannot reasonably return to that place each night, subject to the following conditions:

- (i) The employee is maintaining a separate place of residence to which it is not reasonable to expect him to return each night; and
- (ii) The employee, on being requested by the employer, informs the employer, at the time of engagement, that he maintains a separate place of residence from the address recorded on the job application.
- (iii) Subject to subclause (b) hereof, an employee shall be regarded as bound by the statement of his address and no entitlement shall exist if he wilfully and without duress makes a false statement in relation to the above.

### Employee's address

- (b) (i) The employer shall obtain and the applicant shall provide the employer with a statement in writing of his usual place of residence at the time the employee is engaged and no subsequent change of address shall entitle an employee to the provisions of this clause unless the employer agrees.

Provided that 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 on engagement in lieu of the statement in writing referred to in this paragraph.

- (ii) The employee shall inform his employer in writing of any subsequent change in his usual place of residence.
- (iii) The address of the employee's usual place of residence and not the place of engagement shall determine the application of this clause.

### Entitlement

(c) Where an employee qualifies under subclause (a) hereof the employer shall either:

- (i) provide the worker with reasonable board and lodging; or

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26 - Reimbursement of expenses (c) - contd

- (ii) pay an allowance of \$246.40 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 the ending of the employment on a distant job the allowance shall be \$35.20 per day.

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

- (iii) in circumstances prescribed in subclause (g) hereof provide camp accommodation and messing constructed and maintained in accordance with clause 27 of this award.

"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 a single room.

#### Travelling expenses

(d) An employee who is sent by his employer or selected or engaged by an employer or agent to go to a job which qualifies him to the provision of this clause shall not be entitled to any of the allowances prescribed by clause 25 of this award for the period occupied in travelling from his usual place of residence to the distant job, but in lieu thereof shall be paid:

#### Forward journey

- (i) (A) 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).
- (B) 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 the employee's gear if such is incurred.

- (C) For each meal incurred while travelling at the rate prescribed by clause 24 of this award. Provided that such rate shall be increased if the employee satisfies the employer that he reasonably incurred an expenditure greater than the rate prescribed by clause 24.

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

#### Return journey

- (ii) An employee shall, for the return journey, receive the same time, fares and meal payments as provided in paragraph (i) hereof.

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26 - Reimbursement of expenses (d)(ii) - contd

Provided that the above return journey payments shall not be paid if the employee terminates or discontinues his employment within two months of commencing on the job or prior to the job completion if the work is for less than two months), or if he is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct.

#### Departure point

- (iii) For the purposes of this clause, travelling time shall be calculated as the time taken for the journey from the central or regional rail, bus or air terminal nearest the employee's usual place of residence to the locality of the work.

#### Daily fares allowance

(e) An employee engaged on a job which qualifies him 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 25 of this award.

#### Weekend return home

- (f) (i) 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 returns to his usual place of residence for the weekend and who notifies the employer or his representative, no later than Tuesday of each week, of his intention to return to his usual place of residence at the weekend, shall be paid an allowance of \$18.00 for each occasion.

- (ii) Paragraph (i) hereof shall not apply to an employee who is receiving the payment prescribed in subclause (c) hereof in lieu of board and lodging being provided by the employer or who is receiving a camping allowance as prescribed in subclause (g) hereof.
- (iii) When an employee returns to his usual place of residence for a weekend or part of a weekend and does not absent himself from the job for any of the ordinary working hours, no reduction of the allowance prescribed in paragraph (ii) hereof shall be made.

#### Construction camps

#### Camp accommodation

- (g) (i) Where an employee is engaged on the construction of projects which are located in areas where suitable board and lodging as defined in subclause (c) hereof 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 of 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 clause 27 of this award.

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26 - Reimbursement of expenses (g) - contd

#### Camping allowance

- (ii) An employee living in a construction camp where free messing is not provided shall receive a camping allowance of \$90.30 for every complete week he is available for work. If required to be in a camp for less than a complete week he shall be paid \$12.90 per day including any Saturday or Sunday if he 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 and Sunday.

#### Camp meal charges

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

#### Rest and recreation

#### Bus and rail travel

- (h) (i) An employee who proceeds to a job which qualifies him to the provisions of this clause, may, after two months continuous service thereon and thereafter at three monthly periods of continuous service thereon, return to his 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 usual place of residence on the payday 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 herein before mentioned, then the provisions of this subclause shall not be applicable.

#### Air travel

- (ii) Notwithstanding any other provisions contained in paragraph (i) hereof and in lieu of such provisions, the following conditions shall apply to an employee who qualifies under subclause (a) hereof and where such construction work is located in any area to which air transport is the only practicable means of travel, an employee may return home after ten weeks continuous service and shall in such circumstances be entitled to two days leave with pay in addition to the weekend.

Thereafter the employee may return to his usual place of residence after each further period of ten weeks continuous service on site, and in each case he shall be entitled to two days leave of which one day shall be paid leave.

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26 - Reimbursement of expenses (h)(ii) - contd

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.

#### Service requirements

- (iii) For the purpose of this subclause service shall be deemed to be continuous notwithstanding an employee's absence from work

as prescribed in subclause 30(f) of this award.

Variable return home

- (iv) 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.

Non payment in lieu

- (v) Payment of fares and leave with pay as provided for in this subclause shall not be made unless the rest and recreation leave is taken by the employee.

Alternative paid day off procedure

- (i) If the employer and the employee so agree in writing, the paid rostered day off as prescribed in clauses 18 and 19 of this award may be taken, and paid for, in conjunction with the additional rest and recreation leave as prescribed in subclause (h) hereof, or at the end of the project, or on termination whichever comes first.

Termination

- (j) 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.

27 - CAMP STANDARDS

- (a) Construction camps 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 person 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 therefore, 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.

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27 - Camp standards (a) - contd

- (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) Provisions shall be made in the camp for reasonable washing facilities including hot and cold showers. Reasonable provision 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.

Provisions 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 union shall confer as to reasonable standards for such accommodation. In the absence of agreement being reached the matter shall be referred to the Commission.

## 28 - AMENITIES

### Provision of water

(a) The employer shall provide adequate quantities of cool, clean, potable water in places reasonably accessible to employees during working hours.

### Mess/change shed facilities

#### Dimension/construction requirement

- (b)
  - (i) Separate mess and change sheds shall be provided.
  - (ii) Shed(s) shall provide a minimum of 0.75 square metres of floor space per person employed.
  - (iii) A minimum shed floor space of 9 square metres shall be provided where five or more persons are employed.
  - (iv) Shed(s) shall provide a minimum of 0.93 square metres floor space per person employed where twenty persons are employed.
  - (v) All sheds shall be weatherproof and soundly constructed with sufficient windows, adequate ventilation and lighting. Sheds shall have a floor above ground level and be lined on ceilings and walls.
  - (vi) Shed(s) are provided for the exclusive use of employees and no other materials shall be stored in sheds.

#### Contents of mess/change sheds

- (c) (i) Separate clothes hanging facilities shall be provided for each person employed (coat hooks to be used, as nails are unacceptable).

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28 - Amenities (c) - contd

- (ii) Sufficient tables (with washable surface) and individual chairs shall be provided for the taking of meals.
- (iii) Sufficient seating facilities shall be provided for changing of boots and/or sheltering from inclement weather.
- (iv) Food warming facilities shall be supplied.
- (v) Facilities for warmth/drying of clothes shall be supplied.
- (vi) A supply of cool, clean water conveniently accessible as well as boiling water at meal/rest breaks shall be provided.
- (vii) Receptacles for garbage (rat and fly proof) shall be supplied in mess areas.
- (viii) Floor surfaces in mess sheds shall be washable.
- (xi) Shelving shall be supplied in mess sheds for storage (cups, lunch bags, etc.).

#### Showers

(d) Where running water is available an adequate number of hot and cold showers with concrete floors shall also be provided adjacent to the change shed. Showers shall be equipped with latticework duck boards, hygienic shower screens, soap containers and hot and cold water shall be supplied. Sufficient room shall be allowed for dressing and clothes pegs shall be provided. An adequate number of wash basins with separate water taps shall be provided.

(e) The employer shall be responsible for maintaining the amenities in a clean and hygienic condition, and employees shall co-operate in that regard.

#### Sanitary facilities

- (f) (i) Sufficient closets and urinals shall be provided in accordance with the following scale:

Number of persons on site	Closets	Urinals
1 - 5	1	Nil
6 - 10	1	1

11 - 20	2	2
21 - 35	3	4
36 - 50	4	6
51 - 75	5	7
76 -100	6	8

For each additional twenty men or part thereof up to 200 men, one additional closet plus one additional urinal and for each additional 35 men or part thereof in excess of 200, one additional urinal. In the event of a slab urinal each 600 millimetres will be regarded as one unit.

- (ii) Closets and urinals shall be connected to a sewerage system where practicable.

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#### 28 - Amenities (f) - contd

- (iii) Closets and urinals shall be conveniently accessible and distributed every fifth floor on multi-storey projects.
- (iv) Closets shall be soundly constructed and roofed with weatherproof material. The floor of each closet shall be well drained and constructed of concrete, bricks and cement, or of other approved materials which shall be impervious to water. Every closet shall be well lighted by natural or artificial light and shall be ventilated. Each closet shall have a hinged door, capable of being fastened on the inside, lift seats/flaps and toilet paper.
- (v) Closets and urinals shall be washed daily with disinfectant and kept in clean, hygienic condition.
- (vi) Closets/urinals shall be located so that they shall not cause nuisance to persons working on site.
- (vii) Adequate washing facilities, with running water shall be provided.
- (viii) Where ten persons or more are employed, suitable drained wash basins/troughs shall be supplied.
- (ix) Soap and towels shall be supplied.

(g) This clause shall not apply in respect of amenities which are subject to state legislation.

#### 29 - MIXED FUNCTIONS

(a) An employee engaged for a total of more than two hours on any day or shift on duties carrying a higher rate than his usual classification shall be paid the higher rate for the entire day or shift.

(b) An employee engaged for two hours or less on any day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for the time so worked.

### 30 - ANNUAL LEAVE

#### Period of leave

(a) Subject to the provisions of subclauses (b), (d) and (e) hereof, a period of 28 consecutive days, exclusive of any public holidays occurring during the period, shall be given and taken as leave annually to all employees, other than casual employees, after twelve months continuous service (less the period of annual leave) with an employer.

Provided that where a rostered day off, as prescribed in clauses 18 and 19 of this award, falls during the period annual leave is taken, payment of accrued entitlements for such day shall be made in addition to annual leave payments prescribed in subclause (g) hereof.

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30 - Annual leave - contd

#### Method of taking leave

- (b) (i) Either 28 consecutive days, or two separate periods of not less than seven consecutive days in all cases exclusive of any public holidays occurring therein, shall be given and taken within six months from the date when the right to annual leave accrued. Provided that by agreement between the employer and the employee concerned, annual leave may be taken in three separate periods of not less than seven consecutive days.
- (ii) 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 the Commission for decision.
- (iii) In the circumstances where a public holiday falls within one day of a weekend or another public holiday the provision of paragraph (i) hereof may be altered by agreement between the employer and a majority of employees affected under this award to provide that a day of annual leave entitlement may be granted on the day between the said public holidays and/or weekend if an employee, or employer, requests it.
- (iv) Where annual leave is proposed to be given and taken in two 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 31 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 Commission for determination.

Leave allowed before due date

- (c) (i) An employer may allow an employee to take his 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 twelve months in respect of which the leave so allowed is taken.
- (ii) Where an employer has allowed an employee to take annual leave pursuant to paragraph (i) hereof and the employee's services are terminated (by whatsoever cause) prior to the employee completing the twelve months continuous service for which leave was allowed in advance, the employer may for each complete week of the qualifying period of twelve months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment  $\frac{1}{52}$  of the amount of wages paid on account of the annual leave.
- (iii) Notwithstanding anything contained in this subclause an employee who has worked for twelve months in the industry with a number of different employers without taking annual leave, shall be entitled to take annual leave and be paid  $\frac{1}{12}$  of an ordinary week's wages in respect of each completed 40 hours of continuous service with his current employer.

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30 - Annual leave - contd

Proportionate leave on termination

(d) Where an employee has given five working days or more continuous service, inclusive of any day off as prescribed by clauses 18 and 19 of this award (excluding overtime), and he either leaves his employment or his employment is terminated by the employer he shall be paid  $\frac{1}{12}$  of an ordinary week's wages in respect of each completed five working days of continuous service with his current employer for which leave has not been granted or paid for in accordance with this award.

Broken service

(e) Where an employee breaks his continuity of service by an absence from work for any reason other than a reason set out in subclause (f) hereof, the amount of leave to which he would have been entitled under subclause (a) hereof shall be reduced by  $\frac{1}{48}$  for each week or part thereof during which any such absence occurs and the amount of payment in lieu of leave to which he would have been entitled under subclause (d) hereof shall be reduced by  $\frac{1}{12}$  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 intention so to do within fourteen days of the termination of the absence.

#### Calculation of continuous service

(f) 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:

- (i) illness or accident up to a maximum of four weeks after the expiration of paid sick leave;
- (ii) bereavement leave;
- (iii) jury service;
- (iv) injury received during the course of employment and up to a maximum of 26 weeks for which workers' compensation has been received;
- (v) where called up for military service for up to three months in any qualifying period;
- (vi) long service leave;
- (vii) any reason satisfactory to the employer or in the event of dispute satisfactory to the Commission. Provided that the reason shall not be deemed satisfactory unless the employee has informed the employer within 24 hours of the normal commencing time or as soon as practicable thereafter of the reason for the absence and probable duration thereof.

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30 - Annual leave - contd

#### Leave payment

##### Payment for period of leave

- (g) (i) Each employee, before going on leave, shall be paid in advance the wages which would ordinarily accrue to him during the currency of the leave.

##### Annual leave loading

- (ii) In addition to the payment prescribed in paragraph (i) hereof a day worker shall receive during a period of annual leave a loading of 17-1/2% calculated on the rates, loadings, and

allowances prescribed by clauses 14, 15, 19, and 25 of this award if applicable, together with any overaward payment for the ordinary hours of work per week.

#### Shift workers

- (iii) An employee who would have worked on shift work had he not been on annual leave shall be paid an additional loading of 17-1/2% calculated in accordance with the provisions of paragraph (ii) hereof. Provided that where the employee would have received shift loadings prescribed by clause 19 of this award, had he not been on leave during the relevant period and such loadings would have entitled him to a greater amount than the loading of 17-1/2% then the shift loadings shall be added to the ordinary rate of wage prescribed in lieu of the 17-1/2% loading.

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

- (iv) The loadings prescribed above shall also apply to proportionate leave on lawful termination of employment.

#### Service under previous award

(h) For the purposes of calculating annual leave the service of the employee prior to the operative date of this award shall be taken into account but an employee shall not be entitled to leave (or payment in lieu thereof) for any period in respect of which leave (or payment in lieu thereof) has been allowed or made under any previous award.

#### Annual close down

(i) Notwithstanding anything contained in this award an employer giving any leave in conjunction with the Christmas/New Year holidays may, either:

- (i) stand off without pay during the period of leave any employee who has not yet qualified under subclause (a) hereof; or

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30 - Annual leave (i) - contd

- (ii) stand off for the period of leave any employee who has not qualified under subclause (a) hereof and pay him (up to the period of the leave then given) at a rate of 1/12 of an ordinary week's wages in respect of each five days continuous service (excluding overtime).

Provided that where an employer decides to close down the 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 the employees then qualified for such leave, at least two months notice of the intention so to do shall be given to the employees.

#### Commencement of leave - distant jobs

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

#### Prohibition against alternative arrangements

(k) An employer shall not make payment to an employee in lieu of 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.

#### 31 - SICK LEAVE

(a) An employee other than a casual employee as defined who is absent from 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:

- (i) He shall within 24 hours of the commencement of such absence inform the employer of his inability to attend for duty, and, as far as practicable, state the nature of the injury or illness and the estimated duration of his absence.
- (ii) He shall prove to the satisfaction of the employer (or in the event of dispute the Commission) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (iii) An employee during his first year of employment with an employer 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 his first year of employment.

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

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31 - Sick leave - contd

(b) 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 has already been allowed paid sick leave on two occasions for one day only, shall not be entitled to payment for the day claimed unless he produces to the employer a certificate of a duly qualified medical practitioner stating that 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 rights under paragraph (a)(ii) hereof.

(c) Sick leave with an employer shall accumulate from year to year so that any balance of the period specified in paragraph (a)(iii) hereof which in any year has not been claimed by the 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.

(d) 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.

(e) If an employee is terminated by his 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 at the anniversary of the commencement of the previous period of employment, as the case may be.

32 - ACCIDENT PAY

(a) This clause shall apply to all employees covered by this award in the State of Victoria and the circumstances under which an employee in that State shall qualify for accident pay shall be as prescribed hereunder.

(b) The employer shall pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the employer pursuant to the provisions of the relevant workers' compensation legislation as amended from time to time.

(c) "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 relevant workers' compensation legislation and the employee's appropriate 38 hour award rate and accrued entitlement prescribed by clauses 18 and 19 of this award, or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said award rate for that period.

(d) An employer shall pay or cause to be paid accident pay as defined in subclause (c) hereof during the incapacity of the employee arising from any one injury for a total of 26 weeks whether the incapacity is one continuous period or not.

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32 - Accident pay - contd

(e) 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 relevant workers' compensation legislation, 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.

(f) 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.

33 - BEREAVEMENT LEAVE

An employee shall on the death within Australia of a wife, husband, mother, father, parents-in-law, brother, sister, child, or stepchild, be entitled on notice to leave up to and including the day of the funeral of such relation (or where made necessary because of travel arrangements, the day after the funeral), 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 the 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.

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.

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 of a relation to whom the clause applies, and that any dispute as to the granting of unpaid bereavement leave may be referred to the Commission.

34 - JURY SERVICE

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

(b) An employee shall notify his employer as soon as practicable of the date upon which he is required to attend for jury service, and shall provide his employer with proof of this attendance, the duration of such attendance and the amount received in respect thereof.

#### 35 - PUBLIC HOLIDAYS AND HOLIDAY WORK

(a) An employee, other than a casual employee (as defined) shall be entitled to the following holidays without deduction of pay. Provided that if any other day be generally observed in a locality as a substitute for any of the said holidays, the day so substituted shall be observed:

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35 - Public holidays and holiday work (a) - contd

#### Victoria

- (i) New Year's Day  
Australia Day  
Good Friday  
Easter Monday  
Anzac Day  
Birthday of the Sovereign  
Eight Hour Day or Labour Day  
Christmas Day  
Boxing Day  
Melbourne Cup Day

Provided that for an employee at work beyond a radius of 40 kilometres of the G.P.O. Melbourne, another day may by agreement between the employer and the union be substituted for Melbourne Cup Day and provided further that for any employee resident in Geelong and employed within a radius of 50 kilometres of the Post Office, Geelong, Geelong Cup day shall be substituted for Melbourne Cup day.

#### Victoria - union Picnic Day

- (ii) An employee in the State of Victoria working on a construction site where other employees are entitled to a paid Picnic Day shall receive a paid Picnic Day under the same terms and conditions as those other employees.

Provided that the first Monday in December of each year shall be the union Picnic Day except in Mildura. The second Monday in December each year shall be union Picnic Day within an area of 25 km of Mildura.

Provided further that no employee shall be entitled to more than one paid Picnic Day per year.

South Australia

- (iii) New Year's Day
- Australia Day
- Good Friday
- Easter Monday
- Anzac Day
- Birthday of the Sovereign
- Eight Hour Day or Labour Day
- Christmas Day
- Boxing Day (Whyalla only)
- Commemoration Day (all areas except Whyalla)
- Adelaide Cup Day - the third Monday in May

Tasmania

- (iv) New Year's Day
- Australia Day
- Good Friday
- Easter Monday
- Anzac Day



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35 - Public holidays and holiday work (a)(iv) - contd

Birthday of the Sovereign  
Eight Hour Day or Labour Day  
Christmas Day  
Boxing Day  
Show Day

And, in addition, Regatta Day in Southern Tasmania (i.e. Oatlands and all towns south of Oatlands) and Recreation Day in Northern Tasmania (i.e. all towns north of Oatlands).

Provided that, where, in any locality, a Show Day falls on a Saturday or Sunday, an employer whose premises are in that locality shall grant his employees another day as a paid holiday in lieu thereof.

Such entitlement shall be taken on a day determined by the employer after conferring with the employees concerned provided that any disagreement shall be resolved by the Commission.

Proclaimed or gazetted holidays

(b) Where in a State or Territory or locality within a State or Territory an additional holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout that State or Territory or a locality thereof, other than by those

covered by federal award, or when such a proclaimed or gazetted day is, by any required judicial or administrative order to be so observed, then such day shall be deemed to be a holiday for the purpose of this award, for employees covered by this award who are employed in the State, Territory or locality in respect of which the holiday has been proclaimed or ordered as required.

#### Substitution by agreement

(c) By agreement between an employer and the union, other days may be substituted for any of the days set out in subclause (a) hereof.

#### Work on a public holiday

- (d) (i) 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.
- (ii) An employee required to work on a public holiday shall be afforded at least four hours work or paid for four hours at the appropriate rate.

#### Termination - group of holidays

- (e) (i) 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 this clause or each holiday in a group as prescribed in paragraph (ii) hereof which falls within ten consecutive days after the day of termination.

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35 - Public holidays and holiday work (e) - contd

- (ii) Where any two or more of the holidays prescribed in this clause 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.

- (iii) No employee shall in any one year be entitled to receive payment from more than one employer in respect to the same public holiday or group of holidays.

#### 36 - PAYMENT OF WAGES

##### Method of payment

(a) Employees shall be paid their wages in cash, or where agreement is reached between the employer and the employee, payment of wages may be made by cheque or electronic funds transfer.

#### Time of payment

- (b) (i) Employees shall be paid their wages in working hours.
- (ii) Wages shall be paid during ordinary working hours of work on Thursday of each week.
- (iii) An employee kept waiting for his wages on payday after the cessation of work shall be paid at overtime rates calculated to the next quarter hour for all such time he is kept waiting.
- (iv) In any week on which a holiday falls on a Thursday or Friday, wages shall be paid on the preceding Wednesday.
- (v) Nothing shall prevent any alternative mutual arrangement between an employer and an employee.
- (vi) The employer shall not keep more than two days wages in hand.

#### Payment on termination

(c) When notice is given in accordance with clause 12 of this award, all monies due to the employee pursuant to this award shall be paid at the time of termination; where this is not practicable, the employer shall, within two clear working days of the termination, send to the employee's home address all monies due by registered post provided that if the money is not posted within that time then any 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 per day up to one week, at the expiry of which time the right to waiting time shall cease.

#### Wage particulars

(d) Particulars of details of payment to each employee shall be included on the envelope including the payment, or in a statement handed to the employee at the time payment is made and shall contain the following information:

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36 - Payment of wages (d) - contd

- (i) Date of payment.
- (ii) Period covered by such payment.
- (iii) The amount of wages paid for work at ordinary rates.
- (iv) The number of hours paid at overtime rates and the amount

paid therefor.

- (v) The amount of allowances or special rates paid and the nature thereof.
- (vi) The gross amount of wages and allowances paid.
- (vii) The amount of each deduction made and the nature thereof.
- (viii) The net amount of wages and allowances paid.
- (ix) Any annual holiday payments.

### 37 - TIME AND WAGES RECORD

Each employer shall keep a time and wages record showing the name of each employee, the classification of each employee, the hours worked each day, the location of the work place and the wages and allowances paid each week. This record shall be open for inspection to a duly accredited union official during the usual hours of work at the employee's site. Time records shall be open to inspection by such accredited official for the purpose of obtaining information therefrom relating to persons covered by the terms of this award and in the event that such records are kept in other than the work place, they shall be produced at the work place within 48 hours of the official requesting an inspection.

### 38 - INCLEMENT WEATHER

#### Definition - inclement weather

(a) "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 workers exposed thereto to continue working whilst the same prevail.

(b) For the purposes of this clause weather shall not be regarded as inclement unless it is mutually agreed between the employer and employees concerned.

(c) Except as provided in subclauses (e) and (f) hereof, no employee shall be required to work exposed to inclement weather conditions. For the purposes of this subclause, an employee operating machinery fitted with a functional weatherproof cab shall not be deemed to be exposed to inclement weather.

(d) There shall be no deduction of wages for any working time lost due to inclement weather.

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#### Completion of concrete pours and emergency work

- (e) (i) Except as provided in this subclause an employee shall not be required to work in the rain.
- (ii) Employees shall not be required to start a concrete pour in inclement weather.
- (iii) 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 the employee's clothes become wet as a result of working in the rain during a concrete pour he shall, unless he has a change of dry working clothes available, be allowed to go home without loss of pay.

- (iv) The provisions of paragraph (iii) hereof shall also apply in the case of emergency work where the employees concerned and their job representative agree that the work is of an emergency nature and can start and/or proceed.

(f) Where it is necessary and safe for a spotter to work during a period of inclement weather thereby enabling mobile plant to continue operating, such spotter shall be entitled to the provisions of paragraph (e)(iii) hereof.

#### 39 - TRAINEESHIPS (ATS)

##### Definitions

- (a) (i) A traineeship is a system under the Australian Traineeship System comprising structured on-the-job training with an employer and off-the-job training in a technical and further education college or other training provider approved by the appropriate State or Territory training authority.
- (ii) A training agreement means an agreement for training registered with the appropriate State or Territory training authority or under the provisions of the appropriate State or Territory training legislation.
- (iii) A trainee (ATS) is an employee who is bound by a training agreement registered with the appropriate State or Territory training authority.

##### Objective

- (b) (i) The object of this clause is to provide the form and substance of the conditions of employment, including the rates of pay, applicable to persons engaged under the



Australian Traineeship System. The purpose is to enhance the skill levels and future employment prospects for young people.

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39 - Traineeships (ATS) (b) - contd

- (ii) An objective of the Australian Traineeship System is to provide additional employment and training opportunities for young people. Accordingly, these opportunities shall be provided to the fullest extent possible.
- (iii) Existing full-time employees shall not be displaced from employment by trainees.

Training conditions

- (c) (i) A trainee (ATS) shall attend an approved on and off-the-job training course or program prescribed in the relevant training agreement or as notified to the trainee by the appropriate State or Territory training authority.
- (ii) Trainees (ATS) may be engaged by employers registered with the appropriate State or Territory training authority. The employer shall ensure that the trainee (ATS) is permitted to attend the prescribed off-the-job training course and is provided with on-the-job training approved by the appropriate State or Territory training authority.
- (iii) The employer shall provide a level of supervision in accordance with the approved training plan during the traineeship period.
- (iv) The employer shall agree that the overall training program will be monitored by officers of the appropriate State or Territory training authority and that training records or work books may be utilised as part of this monitoring process.

Employment conditions

- (d) (i) The trainee (ATS) shall be engaged for a period of twelve months as a full-time employee provided that the trainee (ATS) shall be subject to a satisfactory probation period of up to one month.
- (ii) The trainee (ATS) shall be permitted to be absent from work without loss of continuity of employment to attend the off-the-job training in accordance with the training agreement.
- (iii) Where the employment of a trainee (ATS) by an employer is

continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of the award and long service leave entitlements.

- (iv) Overtime and shift work shall not be worked by trainees (ATS) except to enable the requirements of the training plan to be effected. When overtime and shift work are worked the relevant penalties and allowances of the award based on the trainee wage will apply. No trainees (ATS) shall work overtime or shift work on their own.
- (v) Trainees (ATS) shall be exempt from action with respect to industrial disputes.

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39 - Traineeships (ATS) (d) - contd

- (vi) The union shall be afforded reasonable access to trainees (ATS) for the purposes of explaining the role and functions of the union.
- (vii) Trainees shall be entitled to all of the appropriate wages, allowances and conditions prescribed by this award.

The weekly wages payable to trainees (ATS) shall be determined by multiplying the appropriate wage rate as specified in the weekly base rate in subclause 14(a) of this award plus the industry allowance prescribed in subclause 15(e) of this award by 39 (which represents the actual annual time spent on the job) and dividing that sum by 52.

The wage rate determined by this calculation shall in no case be less than the minimum rate prescribed by the Australian Traineeship System Guidelines as adjusted in accordance with National Wage Case decisions.

#### 40 - CLOTHING AND SPECTACLES

(a) An employee whose clothes, spectacles or hearing aids have been accidentally spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered by him as may be agreed upon between him and his employer.

(b) An employee shall be reimbursed by his employer to a maximum of \$844 for loss of 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.

(c) Where safety glasses are to be worn at the direction of the employer such glasses shall be provided free of charge to each employee and where it is necessary for optically prescribed glasses to be hardened, the cost of such hardening shall be met by the employer.

(d) Where an employee during the course of his employment suffers loss

or damage to his spectacles by cause for which he is not solely responsible he shall be compensated by the employer to the extent of the loss or damage sustained. This subclause shall not apply when an employee is entitled to workers' compensation in respect to the damage.

#### 41 - FIRST AID

(a) A first aid kit, such as is required by the law of the State in which the work is being performed, or, if there is no relevant State law, as set out hereunder, shall be provided and maintained by the employer on each job.

(b) At 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:

	Quantity
Dustproof container	
Antiseptic solution	2 oz
Sal volatile	1 oz
Burn cream	1 tube
Rubber haemorrhage arrestor	1
Triangular bandage	1

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#### 41 - First aid (b) - contd

	Quantity
Plain gauze	1 oz
Cotton wool	1 oz
Lint	1 oz
Small bowl for bathing minor wounds	1
Drinking utensil	1
Roller bandages	3x1", 1x3"
Prepared adhesive dressings	1 dozen
Tweezers	1 pair
Scissors	4 in - 1 pair
Safety pins	1 dozen
Medicine glass	1 oz - 1
Eye bath	1
First aid pamphlet	1
Castor oil	1 oz
Bicarbonate of soda	1 oz
Boracic acid	1 oz

(c) 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:

Quantity

Dustproof container	
Antiseptic solution	4 oz
Sal volatile	2 oz
Burn cream	1 tube
Rubber haemorrhage arrestor	1
Triangular bandages	3
Plain gauze	4 oz
Cotton wool	4 oz
Lint	4 oz
Finger dressings	1 dozen
Roller bandages	3x1", 1x3"
Prepared adhesive dressings	1 dozen
Splinter forceps	5 in - 1 pair
Dressing forceps	5 in - 1 pair
Scissors	5 in - 1 pair
Safety pins	1 dozen
Medicine glass	2 oz - 1
Eye bath	1
First aid pamphlet	1
Castor oil	1 oz
Bicarbonate of soda	2 oz
Boracic acid	2 oz
Towel	1
Enamel drinking mug	1

(d) If there is no relevant State legislation the employer shall as soon as 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.

(e) An employee who has first aid qualifications and is appointed by the employer to carry out first aid in addition to usual duties shall be paid an additional rate of \$1.44 per day.

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41 - First aid - contd

(f) Provided that in the case where employees subject to this award are operating plant unaccompanied, at a distance of more than one kilometre from an established camp or depot or from the centre of operation of the gang to which they are attached, suitable first aid kits shall be provided for the operator of each machine.

#### 42 - PROTECTIVE CLOTHING

(a) The employer shall provide free of charge any waterproof protective clothing required by an employee for particular tasks he may be performing. Items such as gloves, overalls, basel aprons, etc., shall be provided to employees using toxic substances, bitumen, tar, green timber, second-hand timber, bricks, etc.

(b) The employer shall provide on the job adequate detergents and solvents for the removal of excessive dirt, bitumen, emulsions, paint and similar substances from the employee's person and the cost of such detergents or solvents shall be borne by the employer.

(c) Employees engaged on road work and/or railway work where traffic is not excluded by the use of continuous barriers or fences shall be provided with a light coat or jacket with high visibility red markings so as to enhance visibility in daylight against the road or rail background.

(d) Protective clothing provided pursuant to this clause shall remain the property of the employer and shall be fumigated before being transferred from one employee to another and shall be in a clean and hygienic state when issued.

(e) Mess personnel shall be supplied with at least three sets of appropriate clothing which shall be laundered and maintained by the employer and shall remain the property of the employer. These items shall include shorts, shirts, trousers, aprons and caps.

#### 43 - PROTECTION OF EMPLOYEES

(a) The employer shall comply with the provisions of the laws of the State in which the work is being performed concerning the installation and maintenance of guards for machinery.

(b) Suitable protective sheets and/or coloured glasses shall be provided by the employer for the protection of employees working at oxyacetylene or electric arc welding.

(c) Where electric arc operators are working, suitable screens shall be provided in order to protect employees from flash.

(d) The employer shall provide gas masks for employees engaged upon work where gas is present.

(e) Employees employed on refractory brickwork shall be x-rayed, if they do so require, at the employer's expense and in his time, once in each period of six months.

(f) 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.

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#### 43 - Protection of employees - contd

(g) 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.

(h) 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.

(i) No employee shall be required to use a paint brush exceeding 12.7 centimetres in width or 227 grams in weight or a kalsomine brush exceeding 20.3 centimetres in width.

(j) The employer shall observe the following procedures when employees are required to use toxic substances. 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.

(k) In all underground works and excavations where it is considered that the safety or health of employees is likely to be affected, the employer shall, when required by the union, arrange for an inspection by the appropriate State authority. Such inspection shall be carried out in company with a representative of the employer and a representative of the union, and a copy of the report shall be forwarded by the employer to the branch secretary of the union.

(l) Where employees are required either by the employer or by legislation to wear steel toe capped safety boots the employer shall provide such boots free of charge on commencement of work. Subject to fair wear and tear boots shall be replaced each six months if required and sooner if agreed.

(m) No employee shall be required to operate pneumatic rock drilling machines without adequate dust suppressing water flow.

#### Laser equipment

##### Application

- (n) (i) This subclause shall apply when laser equipment is utilised for work within the scope of this award.

##### Definitions

- (ii) (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.

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#### 43 - Protection of employees (n) - contd

##### Control

- (iii) (A) The provisions of Australian Standards AS 2211-1981 and AS 2397-1980, both as varied from time to time shall be observed where laser equipment is in use, provided that in Victoria the Occupational Health and Safety (Laser Safety) Regulations 1986 as varied from time to time shall apply in lieu thereof and that in South Australia the South Australian Construction Safety Regulations, Part 1, Division 3 as varied from time to time shall apply in lieu thereof.
- (B) Provided further that should a State or Territory other than Victoria or South Australia introduce regulations covering laser safety, a party to this award may make application to vary this award to comprehend such regulations.

#### 44 - PREFERENCE OF EMPLOYMENT

Preference of employment shall be given to financial members of The Australian Workers' Union, all other things being equal, except as to Parts 2 and 3 of clause 14 of this award.

#### 45 - RIGHT OF ENTRY

A duly accredited official of The Australian Workers' Union shall have the right to enter the employer's premises for the purpose of interviewing employees to ensure safety conditions and regulations are adhered to and award provisions are applied correctly but shall not unduly delay the work being performed. Upon arrival on-site he shall notify the employer's on-site management of his presence.

#### 46 - JOB REPRESENTATIVES

(a) An employee who, pursuant to the Constitution and General Rules of the union, is appointed or elected to the position of job representative shall be recognised as such by the employer and shall be allowed all reasonable time without loss of pay during working hours to attend to industrial matters on the site or to attend hearings and conferences before an appropriate industrial tribunal. An employer shall where possible, allow reasonable access to telephone and facsimile facilities and shall also ensure privacy.

(b) Prior to dismissal or transfer of a job representative, two days notice in addition to the notice prescribed in clause 12 of this award shall be given to such representative and the 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 representative or terminate his services he shall remain on the job during which time the Commission shall deal with the matter.

The union shall, within three working days of notifying the management

that it disputes the decision to transfer or terminate the job 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 ten working days of the management decision to transfer or terminate the job representative. If the board cannot sit within ten 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 representative shall be null and void.

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#### 46 - Job representatives (b) - contd

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

Provided that nothing in this subclause shall prevent the parties proceeding by agreement to have the matter settled by the Commission.

Provided further that nothing in this clause shall affect the right of the employer to dismiss a job representative without notice for misconduct or refusing duty.

#### 47 - POSTING OF AWARD

The employer shall cause a copy of the award and all variations thereto to be exhibited in a prominent position at every site.

#### 48 - UNION NOTICEBOARDS

The employer shall provide noticeboards of reasonable dimensions which shall be for the exclusive use of the union to display notices to employees at every site.

#### 49 - SETTLEMENT OF DISPUTES

(a) Where an employee 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 so desires, ask the job representative to submit the matter to management and the matter shall then be submitted by the job representative to the appropriate representative of the employer concerned.

(b) If not settled at this stage the matter in dispute shall be submitted by an organiser or the secretary of the union to the employer.

(c) If not settled at this stage the matter in dispute 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 they may desire with a view of settling the dispute.

(d) If the matter is still not settled it shall be submitted to the Commission for determination.

(e) Where the above procedures are being followed work shall continue normally except as to bona fide safety issues. No party shall be prejudiced as to the final settlement by such continuation of work.

(f) The parties shall take all reasonable steps to ensure that the above procedures are completed within five working days of a grievance or dispute being raised by an employee.

#### 50 - LEAVE RESERVED

Leave is reserved to the parties to apply in respect of:

Superannuation

Special rate for hydraulic hammer (subclause 16(n))

Amenities

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50 - Leave reserved - contd

Shortage of material

Rates of pay for catering personnel

Shift work

#### 51 - NO EXTRA CLAIMS

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

BY THE COMMISSIONER:

COMMISSIONER

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#### APPENDIX A

#### ASBESTOS ERADICATION

## 1 - APPLICATION

This appendix shall apply to workers 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 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 - RATE OF PAY

The award rate for a group 1 labourer, plus an aggregate rate of \$1.13 per hour worked in lieu of special rates prescribed in the award.

## 5 - PROTECTION OF EMPLOYEES

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.

## 6 - 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.

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## APPENDIX B

### MAJOR ROAD CONSTRUCTION PROJECTS - VICTORIA

## 1 - APPLICATION

This appendix shall apply to:

(a) The Australian Workers' Union and the members thereof (to any of whom the word "employee" when hereinafter used applies); and

(b) Employers respondent to this award in respect of the employment by such employers of all employees, whether members of The Australian Workers' Union or not, in work done on the sites of major road construction projects listed in clause 4 hereof.

(c) Save as to any matters dealt with in this appendix, the provisions of this award shall apply.

## 2 - SCOPE

(a) For the purposes of this appendix, a major road construction project shall mean a project involving the construction of duplicated carriageways, bridges and other ancillary works directly related to the project, containing disadvantages or disabilities not catered for in this award.

(b) This appendix shall not apply to the restoration of a local road system except where such work is being carried out within the major road reserve and is not solely "at grade" intersection work.

(c) The nature, type and cost of projects specified in clause 4 of this appendix shall be a guide to the declaration that any new project be covered by this appendix.

Any dispute that this appendix apply on the ground that a particular project is a major project shall be referred to the Australian Industrial Relations Commission to determine whether such project is a major project.

(d) Bridge building for the purpose of this appendix shall mean the construction of all bridges, overpasses and underpasses including on-site steelwork, concrete work and the preparation incidental thereto.

## 3 - RATES OF PAY

Employees shall be paid the appropriate rates of pay prescribed by the award, inclusive of the level A supplementary payment set out in paragraph 14(b)(i) of the award.

## 4 - SITE ALLOWANCE

In compensation for disabilities associated with award special rates for dirty work, wet underfoot, fumes, confined spaces and disabilities for which the award does not provide compensation, each employee working on a project listed below shall be paid the following site allowance for each hour worked.

Group A - \$1.05 per hour

Princes Freeway (Morwell By-Pass) Project  
South Eastern - Mulgrave Arterial Road Link

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Group B - 95 cents per hour

Hume Freeway (Baddaginnie to Bowser) Project  
Hume Freeway (Chiltern to Wodonga) Project  
Hume Freeway (Euroa) Project  
Hume Freeway (Bowser to Chiltern) Project

Group C - 85 cents per hour

Calder Highway (Gisborne) Project  
Greensborough Project  
Mornington Peninsula Freeway Project  
Princes Freeway (Tynong and Longwarry Sections) Project  
Princes Freeway (Warragul) Project  
Western Freeway (Melton) Project  
Western Highway (Ballarat By-Pass) Project - Stage 1

Group D - 75 cents per hour

South Gippsland Highway (Cranbourne to Bass Highway) Project

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#### APPENDIX C

##### AREA ALLOWANCE - LEIGH CREEK, SOUTH AUSTRALIA

In addition to the rates of pay and allowances otherwise prescribed in this award employees engaged on work at Leigh Creek shall be paid a special area allowance at the rate of \$37.70 per week for married employees and \$25.00 per week for single employees.

Provided that such allowance:

- (i) shall be paid as a flat rate on a daily basis of \$7.54 and \$5.00 respectively, for each ordinary working day worked and shall not exceed \$37.70 or \$25.00 per week, respectively;
- (ii) shall be paid during periods of paid sick leave, approved special leave with or without pay and annual leave;
- (iii) shall not apply to proportionate annual leave on termination and long service leave.

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AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516] 61

AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989

#### SCHEDULE OF RESPONDENTS

## NEW SOUTH WALES

Australian Federation of Construction Contractors, Box 320 P.O., St Leonards 2065

Abigroup Limited, 19-23 Bridge St, Pymble 2073

Allied Constructions Pty Ltd, Fairy Meadow 2519

Arcos Products Pty Ltd, Lisbon St, Fairfield 2165

Austin-Anderson (Aust) Pty Ltd, 504 Pacific Hwy, St Leonards 2065

Boulderstone Hornibrook Pty Ltd, 2 Dind St, Milsons Point 2061

Brooks, Jack, Racecourse Rd, Albury 2640

Citra Constructions Ltd, 127 Macquarie St, Sydney 2000

Compton, F.M., Civil Engineering Pty Ltd, Carrington, Newcastle 2300

Concrete Constructions Pty Ltd, 20A Wylde St, Potts Point 2011

Concrete Industries (Aust) Ltd, Monier Square, Villawood 2163

Davidson Reclamation Pty Ltd, 27 Bennelong Rd, Homebush Bay 2140

Edwards Building Services Pty Ltd, 26 Powers Rd, Seven Hills 2147

Enpro Constructions Pty Ltd, 13 Sylvester Ave, Unanderra 2526

Gallagher Constructions Pty Ltd, Walla Rd, Jindera 2642

General Constructions Pty Ltd, 62 Mandoon Rd, Girraween 2145

Graham Evans & Co. Pty Ltd, 5 Bridge St, Pymble 2073

Hanson Sykes Pumps Pty Ltd, P.O. Box 361, 754 Pacific Hwy, Chatswood 2067

Heffernan, Vin, Mailing St, Eden 2551

K.P.F.S. Pty Ltd, 44-46 Bass St, Eden 2551

Kumagai Gumi Co. Ltd, 143 Macquarie St, Sydney 2000

Leighton Contractors Pty Ltd, 60 Parramatta Rd, Summer Hill 2130

Monier Earthdrilling Pty Ltd, Monier Square, Villawood 2163

Preload Corporation (Aust) Pty Ltd, Monier Square, Villawood 2163

Thiess Contractors Pty Ltd, 2 Parraweena Rd, Taren Point 2229

T.O.P. Transport Group Pty Ltd, 64-76 Cosgrove Rd, Enfield 2136

## VICTORIA

Adriatic Drainage, 38 Robson Ave, Avondale Heights 3034

Airport Concrete Paving Pty Ltd, Terror St, East Keilor 3033

Akron Roads Pty Ltd, Dana Crt, Dandenong 3175

Alford, I. & R., 84 Azalea Cr, Cockatoo 3781

Algernon Nominees, 2 Franklin Rd, Doncaster East 3109

Allen & Stockdale, 35 Blackmore Ave, Leongatha 3953

Alpine Constructions, 3 Chateau Grove, Beaumaris 3193

Alto Constructions Pty Ltd, 19 Anderson Rd, Thornbury 3071

Anthony T., 10 Leongatha Rd, Korumburra 3950

A.P. & A. Constructions, 16 Glenmorgan St, Brunswick East 3057

Armstrong W.J. Constructions Pty Ltd, 17 Wollart St, Strathmore 3041

Arvidson, C. A. & Sons Pty Ltd, 15 Grandview Dve, Bayswater 3153  
Atlas Constructions, 3 Bowen Crs, Melbourne 3000

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62 AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516]

Schedule of respondents - contd

Australian Dredging and General Works Pty Ltd, 1001 Nepean Hwy, Moorabbin 3189  
Australian Earthmovers & Road Contractors Federation, 21 Burwood Rd, Hawthorn 3122

Award Constructions, 5 Green St, Thomastown 3074

Azzona Constructions, Lot 21, Aqueduct Rd, Diamond Creek 3089

Bakesea Enterprises Pty Ltd, 2 Kia Rise, Frankston 3199

Ball Construction Co., 34 Nelson St, Moorabbin 3189

Barnard Brothers Pty Ltd, 568 Geelong Rd, Brooklyn 3025

Bates, R., 10 Gaylard Ave, Newtown 3220

Battye, I, P.O. Box 98, Emerald 3782

Bayport Constructions, Lot 7, Ardunia St, Somerville 3912

Beko Constructions, Wickhams Rd, Launching Place 3139

Betta Roads (Vic) Pty Ltd, 5 Normanby Rd, Elwood 3184

Blue Star Concrete, 3 Killeen St, Ballarat 3350

Boax Constructions, 37 Lawn Rd, Noble Park 3174

Boncorp Pty Ltd, 37 Vannam Dve, Ashwood 3147

Boyle M.J. & S.F., P.O. Box 95, The Basin 3154

Brown B., 1 McConville Ave, Beechworth 3747

Brymay Poplar Forests Pty Ltd, P.O. Box 202, Yarrawonga 3730

Buratto Constructing Co., 6 Union St, Prahran 3181

Burne Brothers, Builders, 85A Stawell St, Richmond 3121

Burne, W.C. & Sons Pty Ltd, 85A Stawell St, Richmond 3121

C.K.C. Civil Constructors, 181 Mountain View Pde, Macleod 3085

Callahan Construction, 9 Wales St, Springvale 3171

Callahan Construction Co. Pty Ltd, 9 Wales St, Springvale 3171

Campana Brothers, 1049 Norman St, Wendouree, Ballarat 3350

Campbell's Concrete Cutting Pty Ltd, 231 Valley Rd, Highton 3216

Cardinale, F & G., 67 Sheahans Rd, Bulleen 3105

Casey Constructions Pty Ltd, 3 Higginbotham St, Brighton 3186

C.F. & B.S. Laker, Bellarine Hwy, Queenscliff 3225

Childs, P.H., & Co. Pty Ltd, Clyde Rd, Berwick 3171

Chuck Drainage, P.O. Box 185, Tooradin 3980

Cinel Nominees, 2 Forest St, Melton South 3338

Civita Nominees, 14 Dennis St, Reservoir 3073

Clark Drainage, R.N. & N.A., Army Rd, Pakenham 3810

Coburn & Sons Pty Ltd, R.A., P.O. Box 54, Nyah 3594

Codelfa-Coya-Roche, J.V., 246 Church St, Richmond 3121

Colls Mann Const., Pty Ltd, 35/456 St Kilda Rd, Melbourne 3000

Colombera Constructions Pty Ltd, 3 Fulford St, Wodonga 3690

Como Drainage, 14 Wattle St, Thomastown 3074

Cooper Contracting Co., 270 Blackburn Rd, Syndal 3150

Costain, Richard (Aust) Pty Ltd, 147 Eastern Rd, South Melbourne 3205

Cuja Constructions, Lot 1, Sheepstation Creek Rd, Woori Yallock 3139

Dalcastello Civil Engineering, 4 Jindalee Crt, Bulleen 3105  
 Daltam Pty Ltd, 30 Gourock St, Reservoir 3073  
 W.J & J.E Dansey, Lot 4, Allendale Rd, Eltham North 3095  
 P.J. Delaney, 3 Loch Rd, Dandenong 3175  
 Delpat Constructions Pty Ltd, Clements Ave, Bundoora 3083  
 Davis Bridge Piling, 8 Naverre Rd, Stawell 3380  
 Delfino Paving Co., 10 Hallam Rd, Hallam 3803  
 Dimartino Pty Ltd, 39 Broomfield Ave, Maribyrnong 3032  
 Divelle Drainage, 39 Bloomfield Ave, Maribyrnong 3032  
 Dodd, J.A. & Co. Pty Ltd, 8 Mason Dve, Braeside 3195  
 Dyson, I.F. & P., Edward St, Sandringham 3191

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AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516] 63

Schedule of respondents - contd

Eastbank Constructions Pty Ltd, William Rd, Lilydale 3140  
 E.G Drainage Co., 14 Dennis St, Reservoir 3073  
 Etheridge & Mintern, 54 Southey Rd, Boronia 3155

Fahy J., 117 Kerferd Rd, Albert Park 3494  
 Fitzgerald J.B., 182 Woodward Rd, (P.O. Box 64) Golden Square, Bendigo 3550  
 Fontana Constructions Pty Ltd, 6 Mandorah Crt, South Oakleigh 3167  
 F.M. Constructions Pty Ltd, 121 Serpells Rd, Templestowe 3106  
 Fleming Constructors Pty Ltd, 496 Racecourse Rd, Flemington 3031  
 Foote, Gary, 31 Illawong Crt, Patterson Lakes 3197  
 Fortress Contractors, Dana Crt, Dandenong 3175  
 Frankipile Australia Pty Ltd, 56 Smith Rd, Springvale 3171  
 Frigo U., 68 Nicholson St, Brunswick 3056

G.D.B. Constructions Pty Ltd, Rear 254 Lower Heidelberg Rd, Ivanhoe East 3079  
 G.F.C. Industries Pty Ltd, 400 Mahoneys Rd, Campbellfield 3061  
 Gabriel & Sons R., Clements Ave, Bundoora 3083  
 Gallagher T.B. and Co., 84 Wicklow Ave, Croydon 3136  
 Geotechnical Engineering, Assembly Dve, Tullamarine 3175  
 Gibilisco, G. & Son, 100 Wilson Bldve, Reservoir 3073  
 Gildo & Co. Sewerage Contractors, 186 Barkly St, North Fitzroy 3068  
 Gippsland Paving Co., 22 Albert St, Brunswick East 3057  
 G.M.F. Construction, 4 Woorilla Crt, Frankston 3199  
 Goldsmith G., Goldsmith's Rd, Dumbalk 3956  
 Gondola Paving Pty Ltd, 417 Narre Warren Rd, Narre Warren 3804  
 Greenbank, R.N. & J.E., 1 Linden Ave, Wendouree, Ballarat 3350

Hall, Norm & Associates Pty Ltd, P.O. Box 134, Churchill 3842  
 Hamilton, Stan Pty Ltd, Port Fairy Rd, Ararat 3377  
 Hanley Phillip, 12 Langmore Lane, Berwick 3806  
 Hanley, M., Nine Mile Rd, Cora Lynn 3814  
 Harcom Pty Ltd, Forest Rd, Corio 3214  
 H.C.S. Constructions Pty Ltd, Cnr Fullard and Cranbourne Roads, Narre Warren 3805  
 Higgs Mackay Contracting, 29 Melbourne Hill Rd, Warrandyte 3113  
 Howell, M.E. & M.J., 26 Pascoe Ave, Croydon 3136  
 Hilbert, H.H. Constructions, 25 Hedderwick St, Essendon 3040

Hoare Bros Pty Ltd, Portarlinton Rd, Moolap 3220  
Hoare Dowling, Excavations, 101 Barwon Terrace, Geelong 3220  
Holland, John (Constructions) Pty Ltd, 492 St Kilda Rd, Melbourne 3004  
Hood Constructions, 42 Grantley Dve, Waverley 3149  
Hood R., & Smith K., 22 Melissa St, Strathmore 3041  
Hourigan J. Walsh, 92 Grey St, Traralgon 3844  
Hudson R.J. & L.J., 24 Murray St, Horsham 3400  
Huggins, R. J. & I.G. Pty Ltd, 9 Hawthorn Lane, Bright 3741

Jarvis, W.F. "Norwood" Swan Reach 3903  
Jeffrey Constructions Pty Ltd, 537 Princes Hwy, Morwell 3840  
Jennings A.V., Constructions Pty Ltd, 50 Rutland Rd, Box Hill 3128

Knowles Earthmoving, Green Hill Rd, Mt Clear, Ballarat 3350  
Keath, C.R. & L.E., 8 Tourello Rd, Mt Eliza 3930  
Keilor Concrete Paving Co., 5 Tullidge St, Melton 3337  
Kelly J.K. Pty Ltd, 17 Fowler Rd, Dandenong 3175  
Kennedy P., Pty Ltd, Ring Rd, Wendouree 3355  
Klein, D., 1 Chaston St, Kyabram 3620  
Koscan Constructions, Rear 1160 Toorak Rd, Hartwell 3125

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#### 64 AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516]

##### Schedule of respondents - contd

Landform Construction and Development, 570 High St, Preston 3072  
Leech Earthmoving Pty Ltd, 27 Elizabeth St, Castlemaine 3450  
Legge, Jack Pty Ltd, 22 Downard St, Braeside 3195  
Leighton Contractors, 116 Church St, Hawthorn 3122  
Lewis Constructions Co. Pty Ltd, 15 Batman St, West Melbourne 3003  
Lewis J.H. & Son, 26 Wyuna Pde, Belmont, 3216  
Lodge, A.S. Pty Ltd, 13 Tower Rd, Balwyn 3103  
Lowrey W., 5 Killara Crt, Belmont 3216  
L.R.M. Contractors Pty Ltd, 351 Settlement Rd, Thomastown 3074  
Lusi & Co., 49 Paulson Rd, Campbellfield 3061

Manor Constructions, P.O. Box 945, Traralgon 3844  
Mansfield R. & M., Church Rd, Panton Hill 3759  
Mario's Concreting Contractor, Melaluka Rd, Leopold 3224  
Martino R., & D'Aspromonte, R., 61 Pallant Ave, Reservoir 3073  
Master Builders' Association of Victoria, 332-334 Albert St, East Melbourne 3002  
Mawson Constructions Pty Ltd, Melbourne Rd, Shepparton 3630  
Maw T.W., & Sons, 821 Nepean Hwy, Rosebud 3939  
McClure, Malcolm Pty Ltd, 30 Lawrence St, Castlemaine 3450  
McComb Constructions, 3 Freeland's Dve, Mt Eliza 3930  
McConnell Dowell Constructions, 6 Alexandra Pde, Fitzroy 3065  
McCrohan Excavations, 31 Ramptons Rd, Eltham North 3095  
McDonald, J.R., "Jingella" Yeodene 3249  
McDougall Ireland Pty Ltd, 10 Queens Rd, Melbourne 3004  
McGreal T.T. & A., Ballarton Rd, Cranbourne 3977  
McGuire & Ryan Pty Ltd, Beaconsfield Rd, Emerald 3782  
McMaster, A.J., 3030 Mossfield and Pannam Drives, Hoppers Crossing 3030



Melideo Bros. Pty Ltd, Lot 4, Fielding Rd, Diamond Creek 3089  
 Minutello, L. & O., 11 Russell Ave, Berwick 3806  
 Mobos Constructions (Vic) Pty Ltd, 6 Swanston St, East Preston 3072  
 Monahan Pty Ltd, John, 60 Stokes St, Queenscliff 3225  
 Moody T.F. & C.M., 38A Bank St, Port Fairy 3284  
 Moolap Concrete Products, 338 Portarlinton Rd, Moolap 3221  
 Moran S.J., Constructions Pty Ltd, 43 Sarton Rd, Clayton 3168  
 Morando Brothers Pty Ltd, 2 Langhorne St, Dandenong 3175  
 Morris, T.W., & Son, 6 Japaddy Rd, Mordialloc 3195  
 Mullahy J. & T., 280 Scenic Hwy, Highton 3782

Nadenbousch I.R. & L.G., Earthmoving & Land Clearing Construction, 313 Princes Hwy, Drouin 3818  
 Nash C.G., 5 Parker Crt, Endeavour Hills 3802  
 Negri Contractors Pty Ltd, 158 Christmas Ave, Northcote 3070  
 Nelis L.J., 25 Plume St, Norlane 3214  
 Nelmac Pty Ltd, P.O. Box 56, Yackandandah 3749  
 Nelson, L.G.A. Earthmoving Contractor, Windermere, Meredith 3333  
 Nicholls Engineers & Constructors Pty Ltd, 19 Toorak Rd, South Yarra 3141  
 Norris, K.J., Sewerage Contractor, 18 Lambert Ave, Newtown 3220  
 North E. M. & B., Earthmoving Contractors, 52 Mitchell Rd, Shepparton 3630  
 North Geelong Trucking Co. Pty Ltd, Excavation Contractor, Melbourne Rd, North Geelong 3215

Omega Drainage, 38 Dower St, Burwood 3125  
 Ozzimo Bros., 2 Franklin Rd, Doncaster East 3109



# AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516] 65

## Schedule of respondents - contd

P.W.P. Constructions Pty Ltd, 126 Warrigal Rd, Mentone 3194  
 Paastsch M.S., 212 Hearn St, Colac 3250  
 Paddy Hoare Pty Ltd, Excavation Contractor, Station St, Norlane 3214  
 Pearce R & J, 18 McComb St, Lilydale 3140  
 Peninsula Piling Pty Ltd, P.O. Box 8, Tyabb 3913  
 Pengelly, R. & G., 20 Ajax Rd, Altona 3018  
 Penn J. & D., Pty Ltd, 32 Taunton Dve, Cheltenham 3192  
 Pescatore M. & Co., 1063 Sydney Rd, Coburg North 3058  
 Peyton Waite Pty Ltd, 353 Plenty Rd, Preston 3072  
 Pezzimenti G. & Sons Pty Ltd, 212 Oban Rd, North Ringwood 3134  
 P.G. Earthworks, 51 Lynnwood Pde, Lower Templestowe 3107  
 Piccilotto P., 9 Lang St, Carlton South 3053  
 Portbury Constructions, Robert, Smethurst St, Cranbourne 3977  
 Porto & Valentine Construction Pty Ltd, 1 Buchanan Rd, North Altona 3025  
 Prentice Brothers & Minson Pty Ltd, 12 Bridge St, Eltham 3095  
 Prentice Builders Pty Ltd, 260 Aurburn Rd, Hawthorn 3122  
 Presta Paving Constructions Pty Ltd, 26 San Leandro Dve, Keon Park 3073

R.L.S. Construction Co., 34 Acheson Place, Coburg North 3058  
 Ramak J.R. Research, 29 Warrandyte Rd, Research 3095  
 Ranaletta Pty Ltd, 28 Cunningham St, Northcote 3070  
 Ranaletta G. & A. Nominees Pty Ltd, 26A Cotham Rd, Kew 3101

Recreational Turf Surfaces Pty Ltd, 107 Tulip St, Sandringham 3191  
 Redan Backhoe Hire, Creswick Rd, Wendouree 3355  
 Riley C. & P., R.M.B. 8546, Bairnsdale 3875  
 Rimik Constructions, 174 Overport Rd, Frankston 3199  
 Robak Engineering & Construction Pty Ltd, P.O. Box 209, Kew 3101  
 Robert Portbury Constructions, 22 Barkly St, Cranbourne 3977  
 Roche Brothers Pty Ltd, 568 St Kilda Rd, Melbourne 3004  
 Rodger & Vickers, General Excavations & Plumbing, 114 Main Rd, Elliminyt 3249  
 Ronset Constructions, Riverside Ave, Werribee 3030  
 Rosen A., 5 Arthur Ave, Maryborough 3465  
 Rowland T.J. & M.M., 100 Hart St, Colac 3250

Salvatore Constructions, 3 Darlington Gve, Coburg 3058  
 Sassafras Constructions Pty Ltd, P.O. Box 4, Sassafras 3787  
 S. & P. Excavations, 41 Major Rd, Fawkner 3060  
 Scott Oates Construction Pty Ltd, 7 Short St, Traralgon 3844  
 Sicth Evarosa, 3 Boston Rd, Lalor 3075  
 Silverton (Rail Services) Pty Ltd, 140 Queen St, Melbourne 3000  
 Simpson Pegoraro Pty Ltd, 347A Riversdale Rd, Hawthorn East 3123  
 Sirianni & Pane, 36 Robins St, Keon Park 3073  
 Sist Bros. Pty Ltd, 139 Somerset Rd, Campbellfield 3061  
 Slater, A.R., Road Contractor, 157 Hearn St, Colac 3250  
 Slater, Frank, Road Contractor, 40 Hart St, Colac 3250  
 Slater, R., Road Contractor, 110 Main St, Elliminyt, Colac 3250  
 Smith E.G., Constructions, Cann Valley Hwy, Cann River 3889  
 Smith, Ian Earthmoving Pty Ltd, 59 Bowen St, Echuca 3625  
 Smith, Lance Pty Ltd, 78 Middleborough Rd, Burwood 3147  
 Southern Cross Machinery Pty Ltd, 133 McIntyre Rd, Sunshine Nth 3020  
 Standard Roads Pty Ltd, Dana Court, Dandenong 3175  
 Stanzo Constructions Co. Pty Ltd, 3 Paramount Rd, West Footscray 3012  
 Start Brothers, Ararat Rd, Landsborough 3384  
 Sure Contracts Pty Ltd, Burke St, Warragul 3820  
 Symon Brothers Construction Pty Ltd, 146 Mahoneys Rd, Thomastown 3074



## 66 AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516]

### Schedule of respondents - contd

Tambo Constructions, Cunningham Crt, Swan Reach 3903  
 Taylor E.W. & M.J., O'Connor's Rd, Werribee South 3030  
 Taylor R.J., 3 Heney Crt, Moorabbin 3189  
 Teass Contractors, 5/417 Ferntree Gully Rd, Mt Waverley 3149  
 Thexton, D.J. & K.M., 55 Brandy Creek Rd, Warragul 3820  
 Tileman & Co. Australia Pty Ltd, 52 Ricketts Rd, Mt Waverley 3149  
 Tonelli, G., Paving Contractors Pty Ltd, 2 Swanston St, Preston 3072  
 Toongabbie Contractors, Toongabbie 3856  
 Torcasio Constructions Pty Ltd, Wellington Rd, Rowville 3178  
 Tribuzi T. & M., Railway Ave, Tynong 3813  
 Tureal Investments, 185 Harkaway Rd, Harkaway 3806  
 Tyrone Drainage, Lot 16, Balmer Grange, Melton 3337

Vaga Constructions, Commercial Rd, Yarram 3971  
 Van Eggelen Q., Coppards Rd, Whittington 3219

Victorian Employers' Federation, 21 Burwood Rd, Hawthorn 3122  
Vitafort Pty Ltd, 99 Bakers Rd, Coburg 3058  
Volk Drainage, 68 Hadfield St, Bairnsdale 3875  
V.S.L. Prestressing (Aust) Pty Ltd, Summit Rd, Noble Park 3174  
V. & V. Constructions, 40 Nirvana Cr, Bulleen 3105

Wales S.R. Earthmoving Contractor, Lowes Rd, Yarra Junction 3797  
Walkinshaw Pty Ltd, Burke St, Warragul 3820  
Wallace R.G., 50 Must St, Portland 3305  
Ward G., Constructions Pty Ltd, 147 Argyle St, Fitzroy 3065  
Warwick Concrete Co. Pty Ltd, 531 High St, Epping 3044  
Watson, W & L & Sons Pty Ltd, Lodden Valley Hwy, Serpentine 3517  
Wellam L.J., & Sons Pty Ltd, Contractors, 11 Barwon Rd, South Geelong 3220  
Wheelahan J.H., Pty Ltd, 91 Monash St, Sunshine 3020  
Willmore, M.F. & J.L., 12 Brierwood Crt, Horsham 3400  
Wilson Sewerage Contractors, 10 May St, East Doncaster 3109  
Wilson, W.R. & J.R., Longforest Rd, Bacchus Marsh 3340  
Wilkins R.L. & B.F., Lot 24, Michelle Bvde, Traralgon 3844  
Williamson, G. & S., Army Rd, Pakenham 3810  
Winslow Constructors, 90 St James Rd, Rosanna 3084  
Withers Staff Pty Ltd, Factory 16, 16 Macquarie Place, Boronia 3155  
W.L. Sides & Son Pty Ltd, 168 Wellington Rd, Clayton 3168  
World Services & Construction Pty Ltd, 4 St Edmonds Rd, Prahran 3181

Young W.H. & Sons, 182 High St, Shepparton 3630

Zorat S.P., 9 Sunbeam St, Pascoe Vale 3044  
Zorratto & Buratto, 9 Sunbeam St, Pascoe Vale 3044  
Zorzut Holdings, 37 Surrey St, Pascoe Vale 3044

#### SOUTH AUSTRALIA

Adamson Civil Services, 57 Grant Ave, Rose Park 5067  
Adelaide Brighton Cement Ltd, 1 Charles St, Birkenhead 5015  
Adelaide Kerbing Contractors, 6 Taronga Crt, Salisbury Heights 5109  
Adelaide Master Pavers, 101 Yatala Vale Rd, Para Hills 5096  
Allen Excavations, 11 Hay St, Happy Valley 5159  
Amatek Limited, Blakeney Rd, Ottoway 5013  
Ascot Earthmovers, 2 Brenda St, Mitchell Park 5043  
Azimuth Contracting, P.O. Box 553, Salisbury 5108

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AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516] 67

#### Schedule of respondents - contd

Bairstow, Clem, 29 Kingston Rd, Port Pirie 5540  
Bardavcol Pty Ltd, 26 Churchill Rd, Dry Creek 5094  
Bardrill Group, 133 Rundle St, Kent Town 5067  
Barmez Pty Ltd, 39 Davis St, Wingfield 5013  
Boulderstone Hornibrook, 284 Port Rush Rd, Kensington 5068  
Beach Road Sand and Metal Supplies Pty Ltd, Seaford Rd, Noarlunga 5168  
Benbow's Earthmoving Service, Picadilly Rd, Crafers 5152  
Benbow Industries Pty Ltd, 89 Leicester St, Parkside 5063

Birse Contractors Pty Ltd, Frederick St, Cavan 5094  
Boothby Bros., P.O. Box 2072, Pt Neill 5604  
Brambles Industrial Services, S.A. & N.T. 215 Hanson Rd, Athol Park 5012  
Bull, W.H., & Co., Contractors, 10 Davidson St, Naracoorte 5271  
Butterworth Earthmovers Pty Ltd, Main South Rd, McLaren Vale 5171

Civiltech Pty Ltd, 467 Grand Junction Rd, Wingfield 5013  
Clarksburg Pty Ltd, 268 Military Rd, Semaphore 5019  
Classic Group, 11 Harrison Rd, Renown Park 5008  
Concrete Industries (SA) Pty Ltd, Blakeney Rd, Ottoway 5013  
Connor Earthmovers Pty Ltd, 4 Leaker St, Aldinga Beach 5173  
Construction Services Civil Pty Ltd, 67 Greenhill Rd, Wayville 5034  
Cook Constructions Pty Ltd, 10 Peekara St, Regency Park 5011  
Crane F.A. & Co., 20 Papagni Ave, Newton 5074  
C.S.R. Earthmovers, Broster Rd, Virginia 5120  
C.T.Y. Contractors Pty Ltd, Magill Rd, Norwood 5067  
C.T.Y. Excavations Pty Ltd, 70 Magill Rd, Norwood 5067

Davalan Industries Pty Ltd, 19 Beeston Way, West Lakes 5021  
Davidson Earthmovers, 8 Nikoloff Crt, Fulham Gardens 5024  
Davies H. & A., 67 Salisbury Hwy, Salisbury 5108  
Days Plant Hire Pty Ltd, 39 Raglan Ave, Edwardstown 5039  
De Palma Construction Pty Ltd, 76 Cormack Rd, Wingfield 5013  
Direct Mix Concrete Pty Ltd, P.O. Box 78, Norwood 5067  
Donald's Digging Service, 51 Cynthia Rd, Salisbury North 5108  
Durkay, Mike, Earthmoving, Main North Rd, Clare 5453

Earthco Constructions Pty Ltd, P.O. Box 24A, Crafers 5152  
Edwards Earthmovers, Robert, P.O. Box 120, Oaklands Park 5046  
Eglo Engineering Pty Ltd, Mersey Road Extension, Osborne 5017  
Eichler Earthmovers Pty Ltd, Adelaide Rd, Mannum 5238  
Everlevel Drainage Systems, 184 Smart Rd, St Agnes 5097

Fatchen, Frank, P.O. Box 1114, Tintinara 5266  
Feltrin Concrete Services, Vivian Rd, Smithfield 5114  
Fehervari Constructions Pty Ltd, 11 Cameron Rd, Klemzig 5087  
Fisher, L.G. & L.J., 71 Hannaford Rd, Blackwood 5050  
Forreco Pty Ltd, P.O. Paracombe 5132  
Freshford Pty Ltd, Torrens Rd, Highbury 5089  
Fricker Carrington Industries Pty Ltd, G.P.O. Box 1538, Adelaide 5000

Gambier Earth Movers Pty Ltd, Atlantic St, Mt Gambier 5290  
Garwood Earthmovers & Contractors, 41 Callington Rd, Strathalbyn 5255  
Gary Jebb Grading Contractor, 12 Threadgold St, Port Pirie 5540

Hanson, A.R. & M.N., Williamstown Rd, Kersbrook 5231  
Hallett Cove Garden Supplies Pty Ltd, Cnr Lander and Aroona Roads, Sheidow Park 5162  
Harding, D.G. (Const.) Pty Ltd, Hewittson Rd, Elizabeth West 5113  
Hille, Earthmovers Pty Ltd, The, 11 Frick St, Lobethal 5241  
Hills Earth Movers Pty Ltd, The, 14 Main St, Hahndorf 5245  
Holyoake Pty Ltd, P.O. Box 116, Kingswood 5062

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Schedule of respondents - contd

Jane Eliza Developments Pty Ltd, P.O. Box 800, Renmark 5341

K.T. Plumbing Co. Pty Ltd, 35 Blight Rd, Ridleyton 5008

Kerkhof, R.J., Arthur St, Naracoorte 5271

Kimba Excavations, 51 Millicent St, Athol Park 5012

Kuchel Excavations Pty Ltd, 11 Murray St, Murray Bridge 5253

Lennon R.R. & S.A., 23 Prosser St, Port Augusta 5700

L.H. Industries Pty Ltd, 1 Stanley St, Glenelg North 5045

Liddell Constructions Pty Ltd, Lot 164, Education Rd, Happy Valley 5159

Lindner, H.E., Renmark Ave, Renmark 5341

Line Marking Services, 569 Marion Rd, South Plympton 5038

Lorenzin Construction Pty Ltd, 7-23 Ocean Blvd, Seacliff Park 5049

L.R. & M. Constructions Pty Ltd, P.O. Box 159, Gawler 5118

Lucas Earthmovers Pty Ltd, P.O. Box 143, Brighton 5048

M. & B. Earthmovers Pty Ltd, 35 Graves Rd, Newton 5074

M. & B. Contractors Pty Ltd, 35 Graves Rd, Newton 5074

MacMahon Construction Pty Ltd, 67 Greenhill Rd, Wayville 5034

Martin P.A. & C.I., 1 Brook St, Port Augusta 5700

McMillan Contracting Pty Ltd, 503 South Rd, Regency Park 5010

Malilac Pty Ltd, P.O. Box 558, Renmark 5341

Mantina Earthmovers & Constructions Pty Ltd, 76-78 Research Rd, Pooraka 5095

Marchall, E.B., Box 108, Post Office, Tanunda 5352

Martin P.A. & C.I., Contractors (Bituminising, Landscaping, Earthmoving) Lots 1-3, Brooks St, Port Augusta 5700

Master Builders Association of S.A. (Inc.), 47 South Terrace, Adelaide 5000

Matson Constructions Pty Ltd, 23 Wilkins Rd, Gillman 5013

Matulick R.K. & B.J., Lot 20, Morrow Rd, Lonsdale 5165

Modbury Salvage Co. Pty Ltd, 643 Magill Rd, Magill 5072

Monier Rocla Concrete, Cavan Rd, Dry Creek 5094

Moraby Pipeline Construction Pty Ltd, 5 Bray Ave, Semaphore Park 5019

Morris Earthmovers Pty Ltd, Lander Rd, (Cnr Berrima Rd) Sheidow Park 5158

Munaro Contractors Pty Ltd, Burton Rd, Bolivar 5110

Musolino A. & M.J. Pty Ltd, 28 Traminer Way, Auldana 5072

Napper, D. B. & M., Pty Ltd, 49 Coral Sea Rd, Fulham 5024

Neale G.E., & Associates, 172 Main South Rd, Morphett Vale 5162

Nitschke, E.A., 22 Main Rd, Hahndorf 5245

Nitschke Earthmovers Pty Ltd, 16 Verdun Rd, Murray Bridge 5253

Norris Brothers, 325 Montague Rd, Para Vista 5093

North Road Tractors Pty Ltd, P.O. Box 240, Blair Athol 5084

O'Loughlin, L., Pty Ltd, Wandearah Rd, Port Pirie 5540

Paine Earthmovers, 37 Shirley St, Port Augusta 5700

Parkholme Business Services Pty Ltd, Trading as Collins Hire, 376 North-East Rd, Windsor Gardens 5087

Pavement Maintenance Programmes Pty Ltd, 2 Croydon Rd, Keswick 5031

P.G. Constructions, 29 Sydenham Rd, Norwood 5067

Pearce Earthmovers, 9 Frome St, Port Augusta 5700  
Piber Contractors Pty Ltd, 26 Wingfield Rd, Wingfield 5013  
Pioneer Concrete (SA) Pty Ltd, 76 Days Rd, Croydon Park 5041  
Pirie Earthmovers, P.O. Box 756, Port Pirie 5540  
Pitt, D.G. Pty Ltd, P.O. 660, Naracoorte 5271  
Pollard, V.E. & Sons, 33 Kinkaid Ave, North Plympton 5037  
Pridham Earthmovers Pty Ltd, 5 Barr Powell Rd, Welland 5007

Quarry Industries Ltd, 333 Marion Rd, Plympton North 5038

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AUSTRALIAN WORKERS' UNION CONSTRUCTION AND MAINTENANCE AWARD 1989 [A516] 69

Schedule of respondents - contd

Renfrey Excavations, 153 South Rd, Ridleyton 5008  
Retallick, W.B., 25 Wood St, Plympton 5038  
Richard Constructions Pty Ltd, 11 Richard St, Hindmarsh 5007  
Road Recyclers Pty Ltd, 4 Bowyer Rd, Wingfield 5013  
Robertson, L.M., Civil Engineering Pty Ltd, 99 Morphett Rd, Camden Park 5038  
Roche Brothers (SA) Ltd, 3 Symonds St, Royal Park 5014  
Rohrlach, Kev, Constructions Pty Ltd, 34 Schilling St, Angaston 5353  
Rolka Trenching, Kestrel Rd, One Tree Hill 5114

S.A. Kerbing Pty Ltd, Lot 2, 59A Main North Rd, Smithfield 5114  
Sabemo (SA) Pty Ltd, 102 Greenhill Rd, Unley 5061  
Salisbury Earthmovers, 28 Coolibah Rd, Salisbury East 5108  
Santin, R. & L., Port Wakefield Rd, Burton 5110  
Sarah H.F. & Sons Pty Ltd, 5 Richard St, Hindmarsh 5007  
Schubeart, C.M., P.O. Box 169, Woodside 5244  
Schirripa Earthmovers Pty Ltd, 9 Brown St, Brompton 5007  
Silva E.R. Pty Ltd, 348 Cormack Rd, Wingfield 5013  
Skinner C.H. & L.A., 22 Kondoparinga Rd, Meadows 5201  
South Coast Sand & Metal, 74 Seaview Rd, Victor Harbour 5211  
Southern Demolition and Earthmoving Contractors, 7 Kearns Rd, Oaklands Park 5046  
Southern Earthmoving, 7 Waddikee Rd, Lonsdale 5160  
Spry, R.W. Pty Ltd, 114 Mulgundawa Rd, Murray Bridge 5253  
Stanton, H.J., Strathalbyn 5255  
Stockport (Civil) Pty Ltd, 99 Magill Rd, Stepney 5069  
Stringer, G.B. & D.M., Box 1, Booleroo Centre 5482

T.C.M. Nominees Pty Ltd, 8 Pattinson Rd, Newton 5074  
The Hills Earth Movers, 14 Main St, Hahndorf 5245  
Tinker, A.J., 56 La Hunte St, Kilburn 5084  
Todd Alexander & Co. Ltd, 30 Franklin St, Adelaide 5000  
Tolmer Earthmovers Pty Ltd, 92 Fullarton Rd, Norwood 5067  
Tolmer, R.G. & S.G., 92 Fullarton Rd, Norwood 5067  
Torrens Civil Constructions, 67 Greenhill Rd, Wayville 5034  
Trestrail L.G. & C.M., Teringie Dve, Norton Summit 5136  
Trimboli Plant Hire Services Pty, Ltd, 71 O.G. Rd, Marden 5070  
Truran Earthmovers Pty Ltd, "Illalangi", Carey Gully 5144  
Turner, R.R. & M.J., Hursthouse St, Whyalla 5600

Van Schaik, Messrs C., & Sons, 11 Fourth St, Millicent 5280

Weir, S.J., Pty Ltd, 28 Dunorlan Rd, Edwardstown 5039

Willoughby's M.A. & B.J., P.O. Box 140, Daw Park 5041

Williams, A.E. & Sons, 26-28 Fitzroy Ave, Camden Park 5038

Zanello Buffon Pty Ltd, 3 Third St, Millicent, 5280

#### TASMANIA

Anderson Civil Constructions, Exeter Hwy, East Devonport 7310

Asphalt Bitumen Constructions, 3 Forth Rd, Don 7310

Avoca Transport Co. Pty Ltd, 14 Montague St, Launceston 7250

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Schedule of respondents - contd

Benders Spreading Services Pty Ltd, 123 Albert Rd, Moonah 7009

Bonney Brothers Quarries Pty Ltd, 18 Main Rd, Cooeee 7320

Bonney Brothers Transport Pty Ltd, 18 Main Rd, Cooeee 7320

Bradford, E.K., Bass Hwy, Prospect Vale 7250

Brooks, T. Pty Ltd, Bagdad 7030

Bugg W. & K. Contractors Pty Ltd, Calder Rd, Wynyard 7325

Busby Bros. Builders Pty Ltd, 10 Shamrock St, Launceston 7250

Butler, J.T., 22 Benjamin St, Launceston 7250

Campbell I. & M., 23 Sinclair St, West Launceston 7250

Capital Constructions Co. Pty Ltd, 109 Reiberg St, Ulverstone 7315

D. & W. Civil Construction Pty Ltd, 571 Channel Hwy, Margate 7154

Devine David E., Earthmoving Contractor, 22 Loftus St, Glenorchy 7010

Edwards Civil & Site Pty Ltd, 1 Ambleside Place, East Devonport 7310

Emoleum (Australia) Ltd, 44 Gleadow St, Invermay 7248

Fagan, J., Waratah 7321

Funslow, V.R. & J., Summerleas Rd, Kingston 7150

Gradco Pty Ltd, 133 George St, Launceston 7250

Hansen & Yuncken (Tas) Pty Ltd, 27 Tasma St, North Hobart 7000

Hardings Hotmix Pty Ltd, 11 Upper Gawler Rd, Ulverstone 7315

Hayward Construction & Engineering Co., Hobart Rd, Breadalbane, Launceston 7250

Hayward Excavator and Plant Hire Pty Ltd, Hobart Rd, Breadalbane, Launceston 7250

Hazell Brothers, Margate 7153

Hazelwood, T.L., C/- G. Fisher, 198A Brisbane St, Launceston 7250

Hinman, Wright & Manser Pty Ltd, 34B Cimitiere St, Launceston 7250

Holloway, L.G., Freighting Pty Ltd, Bass Hwy, Wivenhoe 7312

Howlett, C.H., "Valley Field", Grass Tree Hill, Richmond 7025

Hudson, K., Havenbrook Dve, Launceston 7250

Jennings, A.V. Homes, 66 Burnett St, North Hobart 7000  
Jennings Gordon, Civil Constructions Pty Ltd, 28 Seaheaven Ave, Lindisfarne 7015  
Johns Perry Hayward Division, Cranes & Construction, Airport Rd, Evandale 7212  
Johnston, A.G., 40 Blair St, New Norfolk 7450

Kent Trickett Constructions Pty Ltd, 44 Redwood Cr, Young Town 7249

Launceston Cement & Terrazzo Works, 80 Invermay Road, Launceston 7250  
Layton Construction Pty Ltd, 146 Don Rd, Devonport 7310  
Leith Constructions, Leith 7310  
Long, Charles Alfred, 365 Macquarie St, South Hobart 7000

Marriot, Arnold & Free Pty Ltd, 35 Tilyard St, Montrose 7010  
Marshall R.W. & I.J., West Tamar Hwy, Legana 7277  
Massey D.G. & J.R., 18 Hope St, Mowbray 7248  
Master Builders' Association of Tasmania, GPO Box 992K, Hobart 7001  
Matthews, T., Pty Ltd, Appledore St, Devonport 7310  
McCarthy T.D. & J.E., 78 Browns Rd, Kingston 7150  
McCormick Civil Constructions Pty Ltd, 24 Jackson St, Glenorchy 7010  
McCullagh, J.J., 24 Jellicoe St, Mowbray 7250  
McCullagh, Jnr. J.J., 30 Jellicoe St, Mowbray 7250

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Schedule of respondents - contd

Northern Concrete Constructions, 39 Belhaven St, Newstead 7250  
Northseal, 34 Willow Lane, Prospect 7250

Pel, W.G., Clearing Contractor, 4 Notley St, Launceston 7250  
Pell, N., Contractor, 19 Harding Ave, Launceston 7250  
Perri C.D., & Son, 41 Derwent Park Rd, Moonah 7009

Quick Trench Pty Ltd, Pearn Lane, Bracknell 7302

Ratcliffe, R.J., & Sons, Lenna St, Rose Bay 7015  
Ray Jones Pty Ltd, 16 Mace St, Montello, Burnie 7320  
R.C.R. Constructions, 1288 Natone, Via Burnie 7321  
Reid, H.G. & A.A., Contractors, 255 Hobart Rd, Kings Meadows 7250  
Richards E.E., Pty Ltd, 47 Brisbane St, Launceston 7250  
Richards, Eric Ernest, Eccleston Rd, Riverside 7250  
Roach, R., 25 Harrow St, Young Town 7250  
Road and Site Developers Pty Ltd, 22 Queen St, Ulverstone 7315  
Robinson, H., 4 Kaoota Rd, Lindisfarne 7015  
R.P.M. Contractors, Main Rd, Exeter 7275

Schouten Concrete Construction, 9 Churchill Park Dve, Invermay 7248  
Shaw, J.A.H. & Sons, Whitemore 7257  
Singline Constructions Pty Ltd, 222 Mount St, Burnie 7320  
Standaloft Concrete Constructions, 328 Upper York St, Launceston 7250  
St. Helen's Readimix Concrete Co., The Esplanade, St Helens 7216



Stanton Ray & Co. Pty Ltd, Channel Hwy, Margate 7153  
Stanton R.R. & H.V., Plant Hire, Channel Hwy, Margate 7153  
Stanton, R.E. & Sons, Allens - Rivulete, Sandfly 7150  
Stornoway Gravel Constructions Pty Ltd, Relbia 7250

Talisker Australia Pty Ltd, Midland Hwy, Breadalbane 7258  
Tarmak Pty Ltd., 60 St Leonards Rd, Launceston South 7250  
Tas A. & C. Shields Civil Contractors, 91 Tanundal St, Howrah 7018  
Thomas, V.S., 132 Derwent Ave, Lindisfarne 7015  
Towns L.G., 48 Forest Rd, Trevallyn 7250

West A.J. Constructions Pty. Ltd., Bell Bay 7252  
Williams C.H. R.R.B., Earthmoving Contractors, 7 Pointefex St, Queenstown 7467  
Woodfield & French, Cartage Contractors, 61 Lindsay St, Launceston 7250  
Wreckair Pty Ltd, (State Offices) Araluen St, Lindisfarne 7015

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