

# **EMPLOYEE RELATIONS INFORMATION FOR CONTRACTORS WORKING ON**

## **WHEATSTONE PROJECT LNG PLANT**

**PREPARED BY:  
CONSTRUCTION SERVICES GROUP**

**CCIWA**



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## 1.0 INTRODUCTION:

This preliminary information booklet has been prepared for the benefit of Contractors tendering or engaged on the Wheatstone Project LNG Plant, located near Onslow in Western Australia's North West region.

**The purpose of the document is to assist contractors in preparing their tenders in respect to employee relations issues and conditions of employment. It should not be circulated among the general workforce or used as a substitute for an enterprise agreement or contract of employment.**

IT IS NOT AN EXHAUSTIVE DOCUMENT AND THEREFORE MUST BE READ IN CONJUNCTION WITH THE APPLICABLE LEGISLATION, EMPLOYER/EMPLOYEE POLICIES, SITE RULES AND OTHER INDUSTRIAL INSTRUMENTS WHICH MAY COVER THE WORK.

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CCI has taken all reasonable care in preparing this information, however it is provided as a guide only.

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## 2.0 SCOPE OF WORK:

The Project will consist of two liquefied natural gas (LNG) production trains, a domestic gas (DOMGAS) processing plant and condensate processing facilities with supporting utilities, product storage, product loading facility (PLF), material offloading facility (MOF) and other infrastructure.

The feed gas will be coming from gas fields located off the Northwest coast of Western Australia in the Carnarvon Basin. Condensate will also be produced. The gas supply will be processed on the Processing Platform and delivered to landfall at Ashburton North via a subsea pipeline.

This document relates to work in connection with the onshore construction project contracts.

## 3.0 CCIWA'S ROLE:

The Construction Services Group of CCIWA has been engaged to provide independent industrial and employee relations advice and assistance to contractors on the Project.

An onsite employee relations adviser will be available during the work for contractors to access and to also provide support services to line management in managing all aspects of industrial and employee relations issues that may arise on the Project.

Past experience has shown that where industrial relations on major construction work is approached in a sound and consistent manner, industrial disruption is significantly minimised or eliminated. Past experience has also shown that good HR practice contributes to a happy and productive workforce.

Time spent prior to commencement of work in developing an industrial relations management plan followed by careful implementation will greatly assist your industrial relations performance on the Project.

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## **4.0 EMPLOYMENT LEGISLATION:**

The Labor Government's Fair Work Act 2009 ("the FWA"), retains the general structure of a unitary national industrial relations system with a safety net of minimum conditions.

Employers are urged to consider the effect of these laws on their employee and industrial relations strategies. You should seek advice from CCIWA in relation to your own particular circumstances.

The Act implements, amongst other things, the following major reforms (with the pertinent matters being discussed more fully below):

- Establishing a new safety net comprising:
  - National Employment Standards which apply to all employees and guarantee maximum weekly hours of work, a right to request flexible working arrangements, parental leave and related entitlements, annual leave, personal/carer's leave and compassionate leave, community service leave, long service leave, public holidays, notice of termination, redundancy pay and provision of a Fair Work Statement,
  - Modern Awards which may include additional minimum terms and conditions of employments (such as minimum wages, overtime and penalty rates, allowances, representation and dispute settlement);
  - National minimum wage orders that apply to award/agreement free employees.
- Establishing a new institutional framework for the administration of the new workplace relations system comprising:
  - Fair Work Australia, an independent, statutory body with a range of functions and powers; and
  - The Fair Work Ombudsman who will be able to undertake enforcement activities including, investigation, issuing compliance notices and initiating court proceedings.
- Introducing a new union-oriented regime for the making of collective Agreements and taking away provisions for individual Agreement making;

- Expansion of the circumstances in which union right of entry can be exercised; and
- Changes to unfair dismissal laws.

### **Agreement Making**

The Act provides for the making of agreements through collective bargaining. There is no longer access to Employer Greenfields Agreements or statutory individual agreements. The capacity to conduct enterprise bargaining without engaging with the relevant union is very limited.

Agreement options consist of single-enterprise agreements – made between a single employer and group of employees, or multi-enterprise agreements – made between two or more employers (voluntarily) and their employees. One significant change is that multi-enterprise agreements are no longer subject to a public interest test.

Union Greenfields agreements are still available but the employer must notify the major eligible union that the employer intends to make a Greenfields agreement. Each union is then a bargaining representative for the agreement and the agreement will cover any union who signs it. When a Greenfields agreement has been made, any union that was a bargaining agent can notify Fair Work Australia that it wants to be covered by the agreement.

When negotiating a collective agreement, the employer must notify all employees of their right to be represented by a bargaining agent. If the employee is a member of an eligible union, the union will automatically become a bargaining representative unless the employee appoints someone else and advises the employer of the appointment.

An employer cannot refuse to recognise, or bargain with, a bargaining representative. However there is no obligation to make concessions or reach agreement .The only obligation is to negotiate.

Changes have also been made to content rules for agreements. “Permitted matters” include any matters pertaining to the employment relationship; any matters relating to the relationship between employer(s) and union parties, including union training leave, paid leave to attend union business, delegate rights etc and deductions from wages authorised by the employee.

### **Industrial instrument:**

CCI recommends that contractors pursue an industrial instrument that will cover the duration of the work on site and be competitive so as to attract and retain quality, skilled and experienced labour. Further, an industrial instrument that will minimise industrial disputation should be considered essential.

### **Modern Awards:**

The Award modernisation process has established a new system of Modern Awards to replace Federal Awards and State Awards operating as NAPSAs (Notional Agreements Preserving State Awards) from 1 January 2010.

The Awards, together with the National Employment Standards (also operative from 1 January 2010) now form the safety net of employment conditions and entitlements. However, some provisions of Modern Awards will not commence until 1 July 2010 and will be phased in according to transitional provisions included in the Modern Award.

The *Building and Construction Industry General On-site Award 2010* and the *Electrical, Electronic and Communications Contracting Award 2010* are likely to underpin terms and conditions for the vast majority of works on the Project. However, it is important that contractors confirm the Award that underpins their business for work on the Project.

It should be noted that the classification structure contained in the *Building and Construction Industry General On-site Award 2010* is different to the historical classification structure typical of major projects in WA. For example, an advanced rigger has historically been classified at a rate of 96% when compared to a tradesperson; under the *Building and Construction Industry General On-site Award 2010* a rigger is classified as 100% of the tradesperson level.

Other Modern Awards that may impact the major resource industry include:

*Mobile Crane Hiring Award 2010*  
*Plumbing and Fire Sprinklers Award 2010*  
*Security Services Industry Award 2010*  
*Hospitality Industry (General) Award 2010*  
*Joinery and Building Trades Award 2010*

Therefore it is important that Contractors seek advice on the impact of Modern Awards in their own particular circumstances.

### **Right of Entry:**

The most significant change to union right of entry rules is when unions enter to hold discussions with employees. This right no longer depends upon the relevant employee being subject to an industrial award or agreement which is binding on the union. Unions are now able to hold discussions with *anyone who is eligible to be a member* of the union by virtue of their union rules.

This change significantly expands the circumstances in which union right of entry to hold discussions with employees can be used.

Other significant changes include certain union right of entry provisions being allowed in enterprise agreements which are not limited to the types of entry specified in the Act. A term that provides for right of entry for the purpose of having discussions with employees, investigating suspected breaches or OSH matters, other than in accordance with the Act is unlawful. However paragraph 838 of the explanatory memorandum provides that agreements can include terms allowing union access for other purposes. The examples used include: to assist in representation of employees; attend induction meetings and meet with the employee for bargaining future agreements.

Unions, in some circumstances, will also have the right to inspect or make copies of any record or document related to a suspected breach, even where the record or document related to a non-member of that union.

Further, the Act specifies a number of circumstances in which a request by an employer for a union to hold interviews and/or meetings in a particular room or area will be unreasonable. The room must be fit for the purpose of conducting the interview and the request cannot be made with the intention of intimidating, discouraging or making it difficult for persons who wish to participate in the interview or discussion.

You should seek advice from CCIWA on your own particular circumstances.

## **5.0 WAGE RATES AND APPRENTICES:**

Although various Agreements, Awards and Legislation are binding on employers, the construction industry has historically provided for more generous conditions. Below are rates which have historically emerged as market rates on similar projects. These rates are provided to employers to aid with the tender process.

Below are wage rates and all purpose allowances which have emerged as market rates on similar works. These rates and conditions take into consideration factors such as local conditions and forecast trends within this industry and region. These rates are provided to Employers to aid with the tender process.

The hourly rates of pay set out on the following pages are “all purpose” and as such are used to calculate overtime, shift premiums, casual rates, and also apply for all paid approved leave.

The allowances set out on the following pages and in the remaining sections of this booklet are either expressed as all purpose or flat allowances. Please pay particular attention to the following definitions and if you are unclear call CCIWA for further advice:-

### **All Purpose:**

Any all purpose allowance should be added to the employee’s relevant hourly rate of pay to establish the all purpose hourly rate. This is then the basis for calculating overtime, shift premiums and casual rates, as well as being the rate to be used for all approved paid leave i.e. they are included for “all purposes”.

### **Flat:**

Flat allowances may be expressed as hourly, daily or weekly amounts. They are a set flat amount and are not included for calculating overtime or shift premiums. Flat allowances are paid for some forms of approved paid leave, but not others. Payment whilst on leave is outlined later in this booklet.

Please pay particular attention to the following wage rates and seek assistance from CCIWA for further clarification.

### Ordinary Hours of Work:

The hourly rates of pay set out on the following pages are based on a 36 ordinary hour week. Please note the classification structure is described in more detail in Appendix One.

Level	On Commencement		From the beginning of the first pay period commencing on or after 1 September 2010		From the beginning of the first pay period commencing on or after 1 September 2011	
	Ordinary Weekly Wage Rate \$	Ordinary Hourly Wage Rate \$	Ordinary Weekly Wage Rate \$	Ordinary Hourly Wage Rate \$	Ordinary Weekly Wage Rate \$	Ordinary Hourly Wage Rate \$
CW8	1533.62	42.60	1610.30	44.73	1690.82	46.97
CW7	1466.94	40.75	1540.29	42.79	1617.30	44.93
CW6	1400.26	38.90	1470.28	40.84	1543.79	42.88
CW5	1333.58	37.04	1400.26	38.90	1470.28	40.84
CW4	1280.24	35.56	1344.25	37.34	1411.47	39.21
CW3	1240.23	34.45	1302.24	36.17	1367.36	37.98
CW2	1200.23	33.34	1260.24	35.01	1323.25	36.76
CW1	1173.55	32.60	1232.23	34.23	1293.84	35.94

Level	From the beginning of the first pay period commencing on or after 1 September 2012		From the beginning of the first pay period commencing on or after 1 September 2013	
	Ordinary Weekly Wage Rate \$	Ordinary Hourly Wage Rate \$	Ordinary Weekly Wage Rate \$	Ordinary Hourly Wage Rate \$
CW8	1775.36	49.32	1864.13	51.78
CW7	1698.17	47.17	1783.07	49.53
CW6	1620.98	45.03	1702.03	47.28
CW5	1543.79	42.88	1620.98	45.03
CW4	1482.04	41.17	1556.15	43.23
CW3	1435.73	39.88	1507.51	41.88
CW2	1389.41	38.59	1458.88	40.52
CW1	1358.53	37.74	1426.46	39.62

## Apprentices

Where apprentices are engaged on the project, their weekly rate of pay shall be calculated by applying the percentage appropriate to the apprentice's year of indenture as prescribed in the table below. The calculation shall be based on the tradesperson's rate as provided in Clause 5 of this document.

Four Year Term		Three and a Half Year Term		Three Year Term	
Apprentice under 21 years	Adult Apprentice	Apprentice under 21 years	Adult Apprentice	Apprentice under 21 years	Percentage of appropriate Tradesperson rate
<b>Metal Trades</b>					
1 <sup>st</sup> Year		1 <sup>st</sup> 6 Months			42
2 <sup>nd</sup> Year		Next Year		1 <sup>st</sup> Year	55
3 <sup>rd</sup> Year	1 <sup>st</sup> Year 2 <sup>nd</sup> Year 3 <sup>rd</sup> Year	Next Year	1 <sup>st</sup> 6 Months Next Year Next Year	2 <sup>nd</sup> Year	75
4 <sup>th</sup> Year	4 <sup>th</sup> Year	Final Year	Final Year	3 <sup>rd</sup> Year	88
<b>Electrical Trades</b>					
1 <sup>st</sup> Year		1 <sup>st</sup> 6 Months			39
2 <sup>nd</sup> Year		Next Year		1 <sup>st</sup> Year	51
3 <sup>rd</sup> Year	1 <sup>st</sup> Year 2 <sup>nd</sup> Year 3 <sup>rd</sup> Year	Next Year	1 <sup>st</sup> 6 Months Next Year Next Year	2 <sup>nd</sup> Year	67
4 <sup>th</sup> Year	4 <sup>th</sup> Year	Final Year	Final Year	3 <sup>rd</sup> Year	79

## Casuals

Casual employees on similar projects have been paid a loading of 25% in addition to the ordinary rate of pay for their relevant classification.

## 6.0 ADDITIONAL ALLOWANCES AND SPECIAL PAYMENTS

Historically the construction industry has attracted additional allowances that are designed to compensate employees for extraordinary conditions that occur on such projects.

Below are examples of current market allowances for this region:

## A. SITE ALLOWANCE

A flat rate of \$5.75 per hour for all hours worked has been paid on similar projects for site allowance.

<b>From the beginning of the first pay period commencing on or after 1 September 2010:</b>	\$6.00 for each hour worked
<b>From the beginning of the first pay period commencing on or after 1 September 2011:</b>	\$6.25 for each hour worked
<b>From the beginning of the first pay period commencing on or after 1 September 2012:</b>	\$6.50 for each hour worked
<b>From the beginning of the first pay period commencing on or after 1 September 2013:</b>	\$6.75 for each hour worked

## B. LEADING HAND ALLOWANCE

In addition to an employee's total wage a Leading Hand appointed in writing as such by the employer is usually paid an all purpose allowance:

- i. If placed in charge of up to three (3) employees - \$25.30
- ii. If placed in charge of more than three (3) and not more than seven (7) other employees - \$56.14 per week;
- iii. If placed in charge of more than seven (7) employees - \$92.62 per week.

<b>From the beginning of the first pay period commencing on or after 1 September 2010:</b>	
(a) If placed in charge of up to three other Employees	\$27.90 per week
(b) If placed in charge of more than three and not more than seven other Employees	\$58.95 per week
(c) If placed in charge of more than seven other Employees	\$97.24 per week
<b>From the beginning of the first pay period commencing on or after 1 September 2011:</b>	
(a) If placed in charge of up to three other Employees	\$29.29 per week
(b) If placed in charge of more than three and not more than seven other Employees	\$61.89 per week
(c) If placed in charge of more than seven other Employees	\$102.10 per week
<b>From the beginning of the first pay period commencing on or after 1 September 2012:</b>	

(a) If placed in charge of up to three other Employees	\$30.76 per week
(b) If placed in charge of more than three and not more than seven other Employees	\$64.99 per week
(c) If placed in charge of more than seven other Employees	\$107.21 per week
<b>From the beginning of the first pay period commencing on or after 1 September 2013:</b>	
(a) If placed in charge of up to three other Employees	\$32.29 per week
(b) If placed in charge of more than three and not more than seven other Employees	\$68.24 per week
(c) If placed in charge of more than seven other Employees	\$112.57 per week

## C. ELECTRICIANS LICENCE

A tradesperson who holds, and in the course of employment may be required to use, a current "A" or "B" Grade License issued pursuant to the relevant regulation in force under the *Electrical Licensing Regulations 1991* usually attracts an all purpose allowance of \$1.16 per hour, with increments of 5% per annum commencing on 1 September each year.

<b>From the beginning of the first pay period commencing on or after 1 September 2010:</b>	\$1.22 per hour (all purpose)
<b>From the beginning of the first pay period commencing on or after 1 September 2011:</b>	\$1.28 per hour (all purpose)
<b>From the beginning of the first pay period commencing on or after 1 September 2012:</b>	\$1.34 per hour (all purpose)
<b>From the beginning of the first pay period commencing on or after 1 September 2013:</b>	\$1.41 per hour (all purpose)

#### D. ELECTRICIAN'S SPECIAL ALLOWANCE

A special all-purpose allowance of \$0.55 per hour is payable to electrical employees as per the *Electrical Contracting Industry Award 1978*.

<b>From the beginning of the first pay period commencing on or after 1 September 2010:</b>	\$0.58 per hour (all purpose)
<b>From the beginning of the first pay period commencing on or after 1 September 2011:</b>	\$0.61 per hour (all purpose)
<b>From the beginning of the first pay period commencing on or after 1 September 2012:</b>	\$0.64 per hour (all purpose)
<b>From the beginning of the first pay period commencing on or after 1 September 2013:</b>	\$0.67 per hour (all purpose)

An electrical apprentice shall receive a percentage of the special allowance, being the percentage which appears against their year of apprenticeship in Clause 5 – Wage Rates and Apprentices.

#### E. WELDING ALLOWANCE

We recommend that when a welder special class (CW6) is employed by the Employer to carry out the full range of duties involved in welding work as specified hereunder, Employers should allow for the applicable "all-purpose" allowance specified below.

- \$23.26 per week if engaged on arc welding of structural steel to AS1554SP – Welding of Steel Structures (or similar standard);

<b>From the beginning of the first pay period commencing on or after 1 September 2010:</b>	\$25.65 per week (all-purpose)
<b>From the beginning of the first pay period commencing on or after 1 September 2011:</b>	\$26.94 per week (all-purpose)
<b>From the beginning of the first pay period commencing on or after 1 September 2012:</b>	\$28.28 per week (all-purpose)
<b>From the beginning of the first pay period commencing on or after 1 September 2013:</b>	\$29.70 per week (all-purpose)

- \$49.47 per week if engaged on welding of carbon steel pipework, to ASME B-31-3 standard or pressure vessels to AS1210;

<b>From the beginning of the first pay period commencing on or after 1 September 2010:</b>	\$51.94 per week (all-purpose)
<b>From the beginning of the first pay period commencing on or after 1 September 2011:</b>	\$54.54 per week (all-purpose)
<b>From the beginning of the first pay period commencing on or after 1 September 2012:</b>	\$57.27 per week (all-purpose)
<b>From the beginning of the first pay period commencing on or after 1 September 2013:</b>	\$60.13 per week (all-purpose)

- \$71.45 per week if engaged on welding alloy pipe work to ASME B-31-3 standard or alloy pressure vessels and tanks to AS1210 consisting of Stainless steel (304, 310, 316 and 904 grade) or Chrome Molybdenum;

<b>From the beginning of the first pay period commencing on or after 1 September 2010:</b>	\$75.03 per week (all-purpose)
<b>From the beginning of the first pay period commencing on or after 1 September 2011:</b>	\$78.78 per week (all-purpose)
<b>From the beginning of the first pay period commencing on or after 1 September 2012:</b>	\$82.72 per week (all-purpose)
<b>From the beginning of the first pay period commencing on or after 1 September 2013:</b>	\$86.85 per week (all-purpose)

- \$104.45 per week if engaged on welding any type of pipe work to ASME B-31-3 standard using FCAW or TGAX welding processes.

<b>From the beginning of the first pay period commencing on or after 1 September 2010:</b>	\$126.96 per week (all-purpose)
<b>From the beginning of the first pay period commencing on or after 1 September 2011:</b>	\$133.30 per week (all-purpose)
<b>From the beginning of the first pay period commencing on or after 1 September 2012:</b>	\$139.97 per week (all-purpose)
<b>From the beginning of the first pay period commencing on or after 1 September 2013:</b>	\$146.97 per week (all-purpose)

It is customary that these allowances only apply from the time the Employee has commenced work on the site and has passed the tests required to qualify at the above levels. These allowances aren't intended to apply to Employees engaged on tack welding and they are *not cumulative* (meaning only the highest allowance that an Employee has been tested to and assessed as competent should apply).

## F. FIRST AID ALLOWANCE

An employee holding either a Third Year First Aid Medallion of the St John Ambulance Association or a "C" Standard Senior First Aid Certificate of the Australian Red Cross Society and appointed in writing by the company to perform first aid duties, shall be paid a flat allowance of \$3.70 per day in addition to the ordinary rate of pay.

<b>From the beginning of the first pay period commencing on or after 1 September 2010:</b>	\$3.88 per day worked
<b>From the beginning of the first pay period commencing on or after 1 September 2011:</b>	\$4.08 per day worked
<b>From the beginning of the first pay period commencing on or after 1 September 2012:</b>	\$4.29 per day worked
<b>From the beginning of the first pay period commencing on or after 1 September 2013:</b>	\$4.50 per day worked

## G. REFRactory ALLOWANCE

A refractory tradesperson or refractory assistant who's major and substantial work is directly engaged with the refractory and is within the confines of the vessel where the refractory is being applied, will be paid an all-purpose allowance of \$5.00 per hour while engaged in such work. No other special allowances shall be paid for refractory work.

## H. PRE-HEATED WORK ALLOWANCE

An employee who is required to perform work on pre-heated steel at temperatures between 100° Celsius to 150° Celsius within tarpaulin shelters shall be paid, in addition to any other allowances to which he/she is entitled, a special payment in accordance with the table below whilst engaged on such work. This is a flat payment.

<b>From 1 September 2009</b>	\$0.73 per hour worked (flat)
<b>From 1 September 2010:</b>	\$0.76 per hour worked (flat)
<b>From 1 September 2011:</b>	\$0.80 per hour worked (flat)
<b>From 1 September 2012:</b>	\$0.84 per hour worked (flat)
<b>From 1 September 2013:</b>	\$0.88 per hour worked (flat)

## I. WORKING WITHIN PIPES, PILES AND PRESSURE VESSELS

With the exception of refractory and welding work, an employee who is required to perform work within pipes or piles or in pressure vessels or beneath the annular ring or between the outer and inner walls of an LNG or propane tank shall be paid in addition to any other allowances to which he/she is entitled, a special payment in accordance with the table below while engaged on such work. This is a flat payment.

<b>From 1 September 2009</b>	\$2.71 per hour worked (flat)
<b>From 1 September 2010:</b>	\$2.85 per hour worked (flat)
<b>From 1 September 2011:</b>	\$2.99 per hour worked (flat)
<b>From 1 September 2012:</b>	\$3.14 per hour worked (flat)
<b>From 1 September 2013:</b>	\$3.30 per hour worked (flat)

An employee required to perform welding work inside pipes or piles or pressure vessels or beneath the annular ring or between the outer and inner walls of an LNG or propane tank shall be paid an allowance in accordance with the table below while engaged on such work. This is a flat payment.

<b>From 1 September 2009</b>	\$4.71 per hour worked (flat)
<b>From 1 September 2010:</b>	\$4.94 per hour worked (flat)
<b>From 1 September 2011:</b>	\$5.19 per hour worked (flat)
<b>From 1 September 2012:</b>	\$5.45 per hour worked (flat)
<b>From 1 September 2013:</b>	\$5.72 per hour worked (flat)

## J. PRE-EMPLOYMENT COMPETENCY TESTING

Pre-employment competency testing and testing of coded welders shall be paid at the applicable ordinary hourly rate (less allowances) for employees who pass their test(s) and commence employment on the Project with the Company. Payment shall be made in the employee's first wages paid after commencement on the Project site.

## 7.0 NOMINAL HOURS OF WORK AND REASONABLE OVERTIME

### Additional Overtime

Projects similar to this adopt an average 36 ordinary hour week. This is usually done by employees working an average of 40 ordinary hours per week, being paid for 36 ordinary hours and accruing 4 hours per week towards an RDO entitlement which is taken at an agreed time or to coincide with the employee's R&R leave.

The 36 ordinary hours per week are the nominal specified hours by reference to which annual leave and personal leave accrues. Additional hours worked are paid at overtime rates.

### Reasonable Additional Overtime

In addition to the ordinary hours each week, it is customary for projects to work regular scheduled overtime each week. On similar projects, the concept of Project Hours has been applied to define the hours normally expected to be worked each week inclusive of ordinary hours, RDO accrual hours and regular overtime hours.

Based upon similar projects, we recommend contractors provide for 60 hours per week to be normally worked by employees on this project. This is worked usually on six days per week (Monday to Saturday) as 10-hour days. We further recommend that employees are advised of, and accept the requirement to work up to 60 hours per week and that no reasons exist which will prevent them from regularly working these hours.

It is recommended that such wording is included in contracts of employment and that employees sign to acknowledge their acceptance.

## 8.0 REST PERIODS AND MEAL BREAKS

Based upon the experience of similar projects, we recommend that the work day (Monday to Saturday inclusive) should be organised so that employees take a half-hour morning rest break without deduction of pay and a half-hour unpaid lunch break. The working hours either side of these breaks should be organised so that the day is broken into three roughly equal periods.

By granting employees a half-hour morning rest break and organising the work day in this way, similar projects have been able to remove the need for an afternoon rest period which features in some awards and agreements.

If overtime is worked on a Sunday or Public Holiday, we recommend that the same breaks apply however the half-hour lunch break is typically paid for at ordinary time rates.

### Overtime Crib Breaks (Monday to Saturday)

On similar projects when an Employee is required to work additional overtime after the completion of their normal ten hours on any day Monday to Saturday inclusive, they are entitled to a crib break of twenty (20) minutes in duration which is taken at the completion of the normally scheduled hours for that day and paid for at ordinary time rates.

During the period of additional overtime, the Employee is normally entitled to a further crib break of twenty (20) minutes duration after each four (4) hours of continuous work. The second and subsequent crib breaks are taken without deduction of pay.

In each case the Employer can usually vary the provisions relating to the overtime crib break to suit the circumstances of the work in hand by paying each Employee concerned an additional twenty (20) minutes at ordinary time rates in lieu of the crib break.

## 9.0 SHIFT WORK

Night shift will be defined as any shift that commences at or after 7.00pm and finishes subsequent to midnight and at or before 5:30am. As a minimum, contractors should give no less than twenty-four (24) hours notice of their intention to introduce shift work, including notice of start and finish times, except in the event of a safety requirement or emergency.

In the absence of an industrial instrument, the following shift conditions typically operate on construction sites as a minimum standard:

### SHIFT PAYMENTS

- **Shift Loading**

Traditionally a flat loading of 25% of the ordinary rate is allowed for employees who work night shift.

- **Overtime Penalties**

Where less than five (5) consecutive shifts are worked then employees are usually paid at overtime rates in lieu of the shift loading. The consecutive nature of a shift process is deemed not to be broken when work is not carried out because of a weekend, public holiday, RDO or industrial action.

### MEAL BREAKS

Usually, ordinary hours on shift work include a meal break without deduction of pay, not exceeding thirty (30) minutes. Additionally, rest periods and meal break provisions for shift work usually apply as per clause 9 of this document.

### REST PERIOD BEFORE AND AFTER NIGHT SHIFT

Rotating shift employees who move from day shift to night shift to be provided with a rest day prior to commencing the night shift. Similarly, where an employee moves back to day shift from night shift they will be provided a rest day on the day after their last night shift. For example:

<b>Week 1.</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thurs</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>
Day	8 Hours	Rest					
Night		8 Hours	8 Hours	8 Hours	8 Hours	8 Hours	8 Hours
<b>Week 2.</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thurs</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>
Day		Rest	8 Hours	8 Hours	8 Hours	8 Hours	WDO
Night	8 Hours						

Using this example an employee will be entitled to payment for eight (8) ordinary hours on the rest day Tuesday prior to commencing back on day shift.

### ADDITIONAL ANNUAL LEAVE ENTITLEMENTS FOR SHIFT WORKERS

Employees are entitled to 4 weeks of paid annual leave for each twelve (12) months continuous service. The entitlement to annual leave accrues progressively.

There is an additional leave entitlement for shift workers of  $\frac{1}{52}$  of the number of ordinary hours worked by the employee as a shift worker during each twelve (12) month period.

*Example:* A shift worker whose ordinary hours are thirty-six (36) per week, who worked shift work throughout a twelve (12) months period, would be entitled to an additional thirty-six (36) hours of annual leave.

## 10.0 MOBILISATION AND DEMOBILISATION

Generally the concept applies in both Federal and State awards that the contractor shall pay the cost and expense incurred by an employee directed by the employer to travel to distant jobs on engagement and returning on termination, together with travelling time at ordinary time rates of pay.

In most cases the travel costs and travel time would be based from the Perth area but caution needs to be exercised as some awards provide travelling costs and time from the workers point of hire to the distant job which is significantly more expensive if any employee is hired from another State.

You should discuss the applicable payments on engagement, termination and for travel time in your particular circumstances with CCIWA. However, for the purposes of costs for mobilisation and demobilisation of employees for your tender, you should allow 4 hours (8 hours total) travel time at the all purpose hourly rate.

Further, the Company shall pay all reasonable expenses including fares, and meals if necessary, incurred by a Distant Worker who proceeds to construction work at Onslow. The fares component shall include reimbursement of taxi fares to the nearest airport up to a maximum of \$75.00, subject to the production of receipts of expenditure.

## 11.0 REST AND RECREATION LEAVE

### (1) GENERAL

In general, construction awards provide "Distant Workers" with an entitlement to a return airfare to their point of hire (generally Perth) after four continuous months' service.

### (2) TENDERING

It is recommended that contractors should tender on the basis of an entitlement to 1 weeks R&R leave after 4 weeks continuous service on site (in lieu of the award provisions of 4 months) and payment of 2 days (14.4 hours) leave at the base ordinary rates for the first period of R&R and 1 days (7.2 hours) leave at the base ordinary rates for all further periods of R&R.

Employees may take accrued RDO's and accrued Project Special Leave in conjunction with a period of R&R leave so as to offset the impact of unpaid leave during their R&R leave. Accessing accrued RDO's and Project Special Leave however doesn't extend the total period of 7 calendar days leave available to the Employee during each period of R&R leave.

### (3) TRANSPORT ARRANGEMENTS/TIME OFF ON R&R

Other matters with respect to R&R which need careful consideration are that of transport into and out of the site and the time off employees are likely to seek while on R&R.

There is no requirement to pay travel time on R&R leave. However, if an employee is required to cease work before the completion of ordinary time hours to meet transport requirements for the purposes of R&R leave, you should provide for ordinary time hours for the day (i.e. 7.2 hours) and RDO accrual (i.e. 0.8 hours).

If a Distant Worker's usual place of residence is Bunbury, Busselton, Albany, Kalgoorlie or Geraldton (including surrounding Districts) and they are flown to Perth by the employer at the commencement of their R&R Leave, they will be paid an allowance as follows for the purpose of making their own travel arrangements between Perth airport and their usual place of residence:

- (a) Bunbury or Busselton - \$50
- (b) Albany - \$95
- (c) Kalgoorlie - \$140
- (d) Geraldton - \$95

## 12.0 FARES AND TRAVEL ALLOWANCE

### Travel To and From Site

The Company should prepare to provide transport between Company provided accommodation and the site for distant employees.

For tender purposes, where the travel time:

1. exceeds 20 minutes each way; and
2. the travel is undertaken outside of normal working hours,

an allowance should be made to pay the Employee for travel time in excess of 20 minutes each way at the Employee's base hourly rate.

No payment should be allowed for travel that is undertaken during normal working hours.

## 13.0 REDUNDANCY/SEVERANCE PAY

Redundancy/ severance pay provisions are contained in the Modern Awards as well as the *Fair Work Act 2009*.

You should discuss the applicable severance/redundancy pay provisions in your particular circumstances with CCIWA. However, for tendering purposes you should initially allow a payment of two (2) times the employee's ordinary hourly rate for each completed week of service per employee.

A Completed Week of Service means any week where the Employee attends work for all Regular Working Hours (ie. 60 hours, Monday to Saturday) in that week.

A completed week of service typically includes time not worked due to annual leave, paid personal leave (including sick leave and carers leave), compassionate leave, jury service, R&R leave days, public holidays, RDO's, workers compensation to a maximum of two (2) weeks and approved unpaid leave taken in conjunction with the R&R leave.

This payment is accrued for each completed week of service and paid out at the end of an employee's period of employment on the Project.

## 14.0 ANNUAL LEAVE

Set out below is a summary of the various leave requirements which are likely to apply to employees on the Project.

Employees (other than casual employees) are entitled to 4 weeks annual leave per year. Annual leave accrues progressively during an employee's continuous service on the Project.

Employees that are "shift workers" as defined for the purposes of the *National Employment Standards* are entitled to 5 weeks annual leave per year. This includes employees that are required to work shifts that are continuously rostered 24 hours per day for 7 days a week and regularly work Sundays and public holidays.

In accordance with the Act, an employee may, if they wish, elect in writing to cash out annual leave providing that the cashing out does not result in the employee's remaining accrued entitlement to paid leave being less than 4 weeks.

Before going on leave we recommend that employers allow for the employee to be paid:

- (a) The ordinary wages they would have received for the Ordinary Hours (up to thirty six (36) Ordinary Hours per week) they would have worked but for proceeding on annual leave;
- (b) Any all purpose allowance which the employee is normally paid for their Ordinary Hours each week; and
- (c) A loading of 17.5% calculated at the rate of wage prescribed in sub-clause (a) of this section

in respect of the period of leave.

## 15.0 PERSONAL LEAVE

Personal leave can be used when an employee is unable to attend work on account of personal illness or injury (i.e. Sick leave) or because the employee is required to provide care for a member of the employee's immediate family or household (i.e. Carer's leave). Payment for each day or shift of personal leave will be in accordance with the *Fair Work Act*.

An employee (other than a casual employee) is entitled to accrue up to 2 weeks (10 days) paid personal leave per annum progressively during the employee's service with the Company.



Current construction industry practice provides that on termination of employment (other than for serious misconduct) an employee with personal leave which has accrued during employment on the Project and which has not been taken, is paid the amount of outstanding personal leave hours at the relevant base ordinary rate of pay and all purpose allowances.

An employee who is required to provide care or support to a member of the employee's immediate family or household who has exhausted their entitlement to paid personal leave and does not have any accrued annual leave, or is a casual employee, is entitled to take up to 2 days unpaid carer's leave for each such occasion.

## **16.0 COMPASSIONATE LEAVE**

An employee (other than a casual employee) is entitled to take up to 2 days compassionate leave when a member of the employee's immediate family or household has a personal injury or illness that poses a serious threat to their life, or when a member of that immediate family or household dies.

Payment for compassionate leave will be what the employee's base rate of pay for ordinary hours.

## **17.0 PARENTAL LEAVE**

An employee may be entitled to unpaid parental leave in accordance with the provisions of the *National Employment Standards*.

## **18.0 LONG SERVICE LEAVE**

It is a legislative requirement that employers in the construction industry register with the Construction Industry Long Service Leave Board in respect to long service leave contributions for their employees under the terms of the *Construction Industry Portable Paid Long Service Leave Act 1985*.

The current contribution level for employers is 2.25% of an employee's ordinary pay.

## **19.0 WHEATSTONE SPECIAL LEAVE (WSL)**

Wheatstone Special Leave is additional leave that accrues to an employee (including a casual Employee) who works all Project Working Hours (Monday through to Saturday) in their Work Cycle. WSL does not accrue during any period of R&R Leave.

Where an Employee qualifies for WSL at the end of their 4 (240 hours) week Work Cycle, they shall accrue 32 hours WSL.

Generally this payment is accrued weekly and paid out at the end of an employee's period of employment on the works. It is forfeited in any week any unauthorised absence, including industrial action of any form, takes place.

### **Employee Absent With Authorisation**

Short absences from work that have the prior approval of the Employer shall not affect an Employee's accrual of Project Special Leave.

Project Special Leave typically doesn't accrue during any of the following Employee absences during a Work Cycle:

- (a) Any period an employee is absent from work on workers compensation longer than two (2) weeks;
- (b) Any period an employee is absent from work but receiving a benefit under Income Protection Insurance provided by the Employer under this Agreement;
- (c) Any period an employee is absent from work on long service leave;
- (d) Any period an employee is absent from work on annual leave;
- (e) Any period an employee is absent from work on jury service leave;
- (f) Any period an employee is absent from work on parental leave; or
- (g) Any period an employee is absent from work on approved unpaid leave greater than 1 day.

If an absence of the type mentioned above falls during an employee's Work Cycle, the employee will typically accrue Project Special Leave on a pro-rata basis with regard to all Project Working Hours worked excluding the period of authorised absence.

At any time an employee may receive payment for Project Special Leave that they have accrued by choosing to:

- (a) receive payment for those R&R Leave Days that they would otherwise have taken as unpaid R&R Leave; or
- (b) Cash-in either all or part of their accrued Project Special Leave entitlement for an equivalent monetary benefit.

Any unused Project Special Leave at the time of termination from the Project shall be paid to the employee.

Project Special Leave shall be paid at the employee's Ordinary Hourly Rate applying at the time the employee receives the payment for Project Special Leave.

## **20.0 SUPERANNUATION**

Contractors should ensure that superannuation arrangements meet employer obligations under the Superannuation Guarantee Legislation and any relevant award provision.

The current contribution rate is 9% of ordinary time earnings.

Ordinary time earnings usually include the following thirty-six (36) ordinary hour's wages components:

- Ordinary Wages;
- Site Allowance;
- Any applicable all-purpose allowance; and
- Daily fares and travel allowance (where applicable);

## 21.0 INCOME PROTECTION INSURANCE

For tendering purposes you should allow for provision of Income Protection Insurance for employees on the Project to a maximum of 1.8% (plus GST) of employees' gross earnings.

Policies generally provide for:-

- cover for 100% of an employee's average earnings to a maximum of \$1,900.00 per week for 104 weeks applying to personal injury or sickness (other than illnesses or injuries not normally covered by the Employer's policy); and
- an excess (waiting) period of 14 days (except sporting injuries – 28 days) applying to personal injury or sickness.

## 22.0 SAFETY BOOTS AND CLOTHING

For tender purposes the cost of the following should be allowed:

- Four (4) sets of long trousers and four (4) sets of shirts (collar/sleeves) or four (4) pairs of overalls (employee choice);
- One pair of safety boots;

The clothing issue and safety boots are to be replaced on a fair wear and tear basis.

Employers should also be cognisant of the need for safety equipment such as safety glasses and helmets.

## 23.0 TERMINATION, RETRENCHMENT AND CONTRACT OF SERVICE

The requirements of the *Fair Work Act 2009* need to be met in regard to period of notice. Subject to the relevant provisions of the Act, and current conditions within this industry, most Agreements apply the following termination provisions. The employer usually gives to the employee the following notice:

Period of Continuous Service	Period of Notice
Casual Employee	1 hour
During the first 12 months service	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

In addition to the notice periods above, employees over 45 years of age at the time of the giving of the notice with not less than two (2) years continuous service shall be entitled to an additional weeks notice.

Please note that under the National Employment Standards the employer is liable to pay the employee the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.

## 24.0 SUBCONTRACTING

Sub-contractors should ascertain if they have the right to further sub-contract work under the terms of their contract.

If a lower tier sub-contractor is to be used, it is important that they have the knowledge of the conditions applying on the Project, experienced site supervisors and the capacity to carry out work on the Project.

It is the Contractor's responsibility to inform lower tier sub-contractors of this tender information booklet and CCIWA contact point.

Any bona fide lower tier sub-contractors that a contractor may utilise on the site, must be aware of and meet the legislative requirements regarding:

- Workers Compensation;
- Construction Industry Portable Long Service Leave;
- Occupational Health, Safety and Welfare;
- Mines Safety & Inspection Act;
- Superannuation Guarantee Legislation; and
- Any relevant industrial instruments.

## 25.0 BOARD & LODGING AND LAFHA:

An accommodation village will be established for distant employees working on the Project. Contractors should make themselves aware of village regulations, booking arrangements and procedures for raising any grievances in relation to accommodation related matters. Contractors are responsible for their employees while in the village and should ensure normal discipline practices are clearly spelt out to employees in conditions of employment and company procedures.

## 26.0 HEALTH AND SAFETY MANAGEMENT

Health and Safety management is one issue to which successful tenderers will be expected to pay considerable attention. Accordingly, tenderers will be required to demonstrate how they intend to manage this important function.

The site will be governed by the *Occupational Safety and Health Act 1984 (WA)* and Regulations. Employers have an obligation to provide a safe system of work under this legislation and at common law. If contractors do not already have a Company Health and Safety Management Plan relating to the construction industry then one should be developed

Some of the areas that will require specific attention on this Project are the management of working in the heat and fitness for work, including fatigue and alcohol and other drug testing. Contractors should factor in costs of education and testing processes. Contractors should ensure that employees agree to co-operate with random testing processes and develop policies and procedures for dealing with these issues. Employee education and awareness programs and supervisor training in these areas is essential.

## 27.0 CONDITIONS OF EMPLOYMENT

Successful tenderers (and sub-contractors) should provide the terms and conditions of employment in writing to each employee who will be employed on the Project.

You should ensure each employee understands the terms and conditions under which they will work while engaged on the Project. Preferably you should arrange a one on one interview with each prospective employee at which time the proposed conditions of employment be explained and queries answered followed by a signed acknowledgement from the employee.

Employees should also be informed of and understand all company procedures and policies, site procedures and policies, and village rules which will apply during their time on the Project.

You should also ensure that you consider your contractual requirements for approval of employment arrangements.

## 28.0 CYCLONE PROCEDURES

We recommend that the following provisions be allowed for which typically appear in construction agreements for comparable projects:

- (1) *The following shall apply when, because of a cyclone, the Employer stands down Employees employed under this Agreement.*
- (2) *Each Employee who:*
  - (a) *at the commencement of the cyclone period reports for and remains at work until otherwise directed by the Employer; and*
  - (b) *following the "all clear" resumes duty in accordance with the direction of the Employer;*  
*shall be paid for the normal rostered ordinary time and overtime hours occurring during the stand down.*
- (3) *Notwithstanding the provisions of this sub-clause, an Employee who prior to the stand down due to a cyclone has commenced an overtime shift shall be paid what would have been earned on that shift but for the stand down.*
- (4) *An Employee who, on any day during the cyclone stand down:*
  - (a) *is required for work and is requested to do so by his/her Employer; and*
  - (b) *is not willing or available to work when so requested; is not entitled to pay for that day.*
- (5) *An Employee who is required to remain at or who is called out to work during the period of time in which the operation has been stood down because of a cyclone shall be paid for all time worked at penalty rates but not so as to exceed a maximum of double time, unless the day concerned is a public holiday in which event the maximum payment, subject to other provisions of this Agreement, shall not exceed 2.5 times the single time rate.*
- (6)
  - (a) *After the "all clear" has been given each Employee shall be notified by the Employer of.*
    - (i) *the time at which normal operations are to resume; and*
    - (ii) *the time at which Employees are to resume work; and*  
*an Employee who does not present for work at the time referred to in subparagraph (ii) is in respect of that day only, entitled to payment for time worked.*
  - (b) *The notification to be given by the Employer to the Employee pursuant to paragraph (a) of this sub-clause may be per medium of written notice or by special announcement broadcast by radio and/or television provided that such an announcement is repeated at not less than hourly intervals on at least two occasions prior to the then stated time at which normal operations are to be resumed.*

- (7) *Where, on the day following the resumption of normal operations or on any subsequent day an Employee cannot, because of damage caused to the operations by the cyclone be usefully employed, the Employer may stand the Employee down without pay.*

## **29.0 EMPLOYEE RELATIONS MANAGEMENT PLAN:**

As part of the tender process contractors may be required to develop and submit an Employee Relations Management Plan (ERMP) which may set out the following activities:

- How the subcontractor intends to avoid being vulnerable to protected industrial action
- Include planning for bargaining, should it be required during the term of their agreement
- Management of “Right of Entry” of union officials
- Response to any industrial action
- What activities are planned to avoid (or minimise) industrial disruption to the project.

## APPENDIX ONE – CLASSIFICATION STRUCTURE

The below classification structure has historically been adopted for major oil and gas projects in the north west. As previously mentioned, it should be noted that the classification structure contained in the *Building and Construction Industry General On-site Award 2010* is different to the historical classification structure typical of major projects in WA.

### Classification Level

#### CW1

- General construction labouring and cleaning duties.
- Assists Employees at higher classification levels, including tradesmen.
- Application and installation of insulation (excluding cryogenic insulation).
- Uses hand held grinding machines.
- Work of a chainman or surveyors assistant.

#### CW2

- Refractory assistant
- Non Destructive Testing Technical Assistant
- Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an Employee of level CW1.
- Duties in a tool or materials store
- Operates hand controlled roller.
- Brush-hand.

#### CW3

- Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an Employee at CW2.
- Dogperson
- Duties of a scaffolder or rigger holding a “basic” certificate of competency
- Steel-fixer (includes tack welding steel reinforcement)
- Concrete Workers (ie placing concrete and finishing placed concrete)
- Cryogenic insulation lagger;
- Sheetmetal Worker (2nd Class)
- Undertakes spotter’s duties for mobile equipment.
- Non Destructive Testing Technician Level 1 (as defined by AS 3998 – 1992)
- Operates the following types of equipment:
  - Bitumen Sprayer
  - Concrete Batching Plant
  - Aggregate Crushing Plant
  - Crawler tractor with power operated attachments (up to an including 2000 kg)
  - Concrete finisher (powered)

- Hand Sprayer (lance type)
- Pneumatic tyred tractor with power operated attachments (up to and including  
15 kw net engine power)
- Roller vibrating or non vibrating (under 8 tonnes) – not hand controlled
- Trenching machine (small Ditch-Witch type)
- Drilling machine
- On site vehicle operator – flat tray

#### CW4

- Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an Employee at CW3.
- Rigger or scaffolder holding an “intermediate or advanced certificate of competency”
- Operates mobile cranes with lifting capacity of up to and including 20 tonnes.
- Operates the following types of equipment:
  - Operates articulated on site vehicles
  - Bitumen Sprayer (driver)
  - 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)
  - Pile Driver
  - Pneumatic tyred loader (up to and including 105kw net engine power)
  - Pneumatic tyred tractor with power operated attachments (above 15kw up to and including 150kw net engine power)
  - Roller (8 tonnes and above)
  - Scraper (up to and including 10 cubic metres struck capacity)

#### CW5

- Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an Employee at CW4.
- Operates a mobile crane with lifting capacity in excess of 20 tonnes and up to and including 80 tonnes.
- Non destructive Testing Technician Level 2 (as defined by AS 3998 – 1992)
- Mechanical Fitter
- Welder
- Pipe Fitter
- Boilermaker
- Mechanic
- Carpenter
- Painter

- Refractory Tradesperson
- Sheetmetal Worker (1st Class)
- Tradesperson – Other
- Operates the following types of equipment:
  - Crawler loader (above 15000kg mass, up to and including 60000kg mass)
  - Crawler tractor with powered attachments (above 15000 kg mass up to and including 60000kg 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).
  - Grader (35 kw up to and including 190kw net engine power)
  - Pneumatic tyred loader (over 105 kw up to and including 500 kw 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 metre capacity)

#### CW6

- Operates a mobile crane with lifting capacity in excess of 80 tonnes and up to and including 180 tonnes.
- Electrical Fitter
- Electrical Installer
- Electrical Mechanic
- Welder Special Class
- Mechanical Tradesperson Special Class

#### CW7

- Operates a mobile crane with a lifting capacity in excess of 180 tonnes and up to and including 300 tonnes
- Non Destructive Testing Technical Officer (or Non Destructive Technician Level 3 as defined by AS 3998 – 19992)
- Electrician Special Class
- Instrument Tradesperson
- Instrument and Controls Tradesperson

#### CW8

- Operates a crane with a lifting capacity in excess of 300 tonnes
- Electronics Tradesperson