

Standard Best Practice Industry Conditions – Building Construction Projects 2023 – 2027

Suspending BPICs on new major projects

The government has temporarily suspended the use of Best Practice Industry Conditions (BPICs) on all new government-funded construction projects as of 14 November 2024. The suspension also involves the temporary removal of the industrial relations best practice principle in the Queensland Procurement Policy and removal of the requirement for subcontractors to be prequalified.



Queensland
Government

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Part 1 – TITLE, PREAMBLE AND COMMON CLAUSES

1. TITLE AND PREAMBLE

This Document will be known as the Standard Best Practice Industry Conditions – Building Construction Projects 2023 - 2027.

Preamble

The Queensland Government through the Queensland Procurement Policy is committed to maximising benefits for Queenslanders by using procurement to support local jobs and businesses to drive economic, ethical, environmental and social objectives and targets. This includes ensuring quality, safe workplaces for people engaged on major state government projects, through the implementation of Best Practice Principles: quality, safe workplaces (BPPs), in accordance with guidance issued by the Department of Energy and Climate and the Office of Industrial Relations.

For major projects of \$100 million and above and declared projects, the value for money assessment must also include application of all the following BPPs:

- workplace health and safety systems and standards
- commitment to apprentices and trainees
- best practice industrial relations.

To assist with the industrial relations commitment, the Queensland Government has developed this set of Industry Conditions entitled the Standard Best Practice Industry Conditions – Building Construction Projects 2023 - 2027 to apply for the period 2023-2027 to assist with tendering for building construction projects with a total project value over \$100 million (or declared).

These conditions set standards to ensure that a workforce with optimal levels of skills and experience is attracted and retained for the life of a project's delivery and ensure that relevant stakeholders can interact in a positive, collaborative and productive way through to successful project completion.

This BPIC sets the Queensland Government's expectations for the wages and conditions that will apply on projects valued at \$100M or over (and declared projects) in the Building Construction and Maintenance Procurement Category.

These conditions set the parameters for the negotiation of specific workplace arrangements and aim to provide the basis for good relationships between business organisations, employees, and their representatives.

Successful projects rely heavily on the quality of these relationships to solve problems as they arise and deliver complex projects.

The Queensland Government is committed to project delivery at a speed that meets its infrastructure priorities.

The capacity to apply this BPICs is a threshold/mandatory criteria to being shortlisted through the tender process.

It is noted that this set of Industry Conditions does not apply to off-site prefabrication of made-to-order components to form part of any building, structure or works, unless that work is performed on an auxiliary or holding site that is separate from the primary construction site or sites.

Implementation of Conditions of Employment

Contractors engaged on Queensland Government projects are to recognise the priority of having in place legally binding and enforceable workplace arrangements with conditions of employment that meet or exceed the minimum the Conditions of Employment required by this BPIC policy.

In particular, contractors must ensure that workplace arrangements will:

- be no less favourable to employees than the conditions in this BPIC policy;
- ensure the consultative and dispute resolution measures that meet or exceed the minimum requirements in this BPIC policy apply;
- be established through a bargaining process that does not offend the genuine bargaining principles of the *Fair Work Act*; and
- have a period of operation and scope that covers the life of the project, and/or ensures the project is protected from a bargaining period that enables protected industrial action.

In addition, the tender processes will be seeking contractors that have a plan for the engagement of subcontractors/suppliers who will implement workplace arrangements that are no less favourable to employees than the conditions of employment in this BPIC policy.

While the nature of the workplace arrangements is a matter for contractors, they can include lawfully established Project Agreements. The Queensland Government particularly acknowledges the valuable contribution that project agreements can make to promote fair, cooperative and productive workplace relations.

All persons to which this BPIC policy applies, including relevant unions, are to be invited to participate in the creation of the workplace arrangements/project agreements that are proposed by a contractor.

Contracts for projects covered by this BPIC will be conditional on the contractor's proposed workplace arrangements being put in place by a specified date, failing which the contract will be at an end.

2. OBJECTIVES OF THIS POLICY

The key objective of this policy is to set out the minimum terms and conditions of employment for Employees performing work on Queensland Government funded projects. The purpose of this Policy is to ensure that the Queensland Government projects conform with best practice industrial relations. In consultation with relevant stakeholders, this Policy has been developed to ensure that the terms are conditions of employment are commensurate with the challenges associated with working in the construction industry and which:

- a) promote safe working conditions;
- b) a functional work/life balance;

- c) a comfortable standard of living; and
- d) provide a framework that seeks to maximise productivity minimise lost time through genuine communication consultation collaboration.

Where there is an inconsistency with a term in the 'Common Clauses' and a term of the sector specific Parts, the term of the Part shall prevail to the extent of any inconsistency. Unless the term of the Common Clause is more beneficial, in which case the term of the Common Clause shall prevail.

3. DEFINITIONS

The following definitions shall apply to this Policy:

ACT is the *Fair Work Act 2009 (Cth)*

Adult apprentice means any person who is 21 years of age or over at the time of commencing an apprenticeship.

Apprentice or Trainee means an apprentice or trainee within the meaning of the Further education and training act 2014 Apprenticeship and Traineeship have a corresponding meaning.

Australian Super means the Trustee for Australian Super (ABN 90 709 422 146).

Award mean the Building and Construction General On-site Award 2020, Electrical, Electronic and Communications Contracting Award 2020, Mobile Crane Hiring Award 2020, Manufacturing and Associated Industries and Occupations Award 2020 and the Plumbing and Fire Sprinklers Award 2020, each as amended from time to time.

BERT is an acronym used for the Building Employee Redundancy Trust (ACN 82 010 917 281) (BERT Fund) as described in the Trust Deed creating the BERT Fund.

BEWT is an acronym for the Building Employees Welfare Trust. The "BEWT Fund" means the fund established pursuant to a deed between B.E.R.T Pty Limited and James Kristen Peterson. "Trustee of the BEWT Fund" means B.E.R.T Pty Limited or any trustee appointed under the BERT Redundancy Trust Deed.

BUSS(Q) is an acronym for the Building Unions Superannuation Scheme (Queensland) Pty Ltd. ABN 85 571 332 201.

CBUS is an acronym for the Construction and Building Industry Superannuation Pty Ltd (ABN 75 493 363 262);

CIPQ means Construction Income Protection Queensland Ltd (ACN 110 841 962).

CIRT means the Contracting Industry Redundancy Trust (ABN 49 011 050 329); CIPS means Construction Income Protection Scheme.

Construction Worker means an Employee engaged to perform work in one of the classifications set out in Part 2 of this Policy;

Dispute means any dispute or grievance that arises at the workplace between an employee or and the employer, or between the Union and the employer, about the NES or the interpretation or application of this Policy or in relation to any matters pertaining to the relationship between the employer and an employee (or employees), or that between the employer and the Union, including but not limited to a dispute about any condition of employment or industrial matter.

Double time and a half means one and a half day's wages in addition to the Employee's ordinary time rate of pay or pro rata if there is more or less than a day.

Electrical Worker means an Employee engaged to perform work in one of the classifications set out in Part 3 of this Policy;

Employee means an employee of the Employer engaged as a Construction Worker, Electrical Worker, Metal and Engineering Worker or Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Worker who perform work for Projects both onsite and off-site in classifications set out from Part 2 to Part 5 of this document;

Employee Representative means a duly elected, or appointed, representative by Employees for the purpose of representing those Employees;

Employer means <Name><Address><ABN> of <Address>.

FW Act means the Fair Work Act 2009 (Cth) or its successor legislation.

FWC means the Fair Work Commission.

“Green Energy Facilities” includes, but is not limited to, Solar Farms, Wind Farms, Pumped Hydro and Hydrogen facilities

Health and Safety Representative or HSR means a member of a designated work group elected to represent that designated work group on matters relating to occupational health and safety;

Income Insurance means CIPQ, WIP and Wageguard Income Insurance.

Kept waiting for wages on pay day means all such time spent waiting, wherever the waiting is done.

Metal and Engineering Worker means an Employee engaged to perform work in one of the classifications set out in Part 5 of this Policy.

NES means the National Employment Standards, as contained in the FW Act, as amended or replaced from time to time.

Parties means the Company, the Employees and/or the Union as the context requires.

PCBU means a person conducting a business or undertaking, as defined in the Work Health and Safety Act;

Permanent Employees means all Employees (being daily hire and weekly hire Employees) other than casual Employees;

Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Worker means an Employee engaged to perform work in one of the classifications contained in Part 3 of this Policy.

PROTECT means Protect Severance Fund (ABN 98 395 548 596).

QBCC means the Queensland Building and Construction Commission.

QIRC means Queensland Industrial Relations Commission.

Overtime means any time worked in excess of or outside of the ordinary working hours.

SGA means the *Superannuation Guarantee (Administration) Act 1992*.

SGL means Superannuation Guarantee Levy.

Sham Contracting is where an employment relationship is disguised as a contracting relationship and if the work can be performed under this Policy, then it must be performed under this Policy and any other arrangement shall be considered sham contracting for the purposes of this Policy, and subject to the penalties of this Policy.

Status Quo means the arrangements in place prior to the Dispute arising. This includes the performance, operation and management of all work and rates of pay and allowances.

Superannuation means BUSS(Q), CBUS and Australian Super

Union Delegate means an Employee elected by Union members and endorsed by the Union to represent the interests of Union members. All relevant parties shall be notified as soon as practicable after the election of a Union Delegate.

Union means the CFMEU, the ETU, the CEPU and/or the AMWU, as applicable.

WAGEGUARD means income protection insurance issued by a competent underwriter or Construction Income Protection Queensland Ltd (ACN 110 841 962);

WHS Act means the Work Health and Safety Act 2011 (Qld).

WHS EPH means Workplace Health and Safety Entry Permit Holders under the WHS Act.

WIP means Windsor Income Protection

Workplace Impairment Policy and Procedures means the Workplace Impairment Policy and Procedures found in APPENDIX 4.

Work Cycle means a roster cycle made up of working and non-working days

4. DATE OF OPERATION

This Policy remains in force until 2/7/2027. Six months prior to expiry Industry stake holders will meet to review and modernize this policy.

5. APPLICATION OF POLICY

Subject to the below, this Policy covers:

- a) the Employer;
- b) the Construction, Forestry, Maritime, Mining and Energy Union (CFMEU);
- c) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union, Electrical, Energy and Services Division, Qld and NT Branch ("the ETU");
- d) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union, Queensland and Northern Territory Plumbing Divisional Branch) (the CEPU); and
- e) Australian Manufacturing Workers' Union Queensland and Northern Territory Divisional Branch (AMWU); and
- f) Employees,
 - a. collectively known as the Parties.

This Policy only applies to work done in Queensland by Employees who are based in Queensland.

6. PARTIES BOUND AND COVERED

This Policy is legally binding upon and covers the Employer, its Employees, the CFMEU, ETU, CEPU and the AMWU in respect of building and construction work undertaken by the Employees.

7. RELATIONSHIP TO AWARDS, POLICIES, AND OTHER LEGISLATION

The following instruments are incorporated into this Policy:

- a) Building and Construction General On-Site Award 2020, as amended from time to time;
- b) Mobile Crane Hiring Award 2020, as amended from time to time;
- c) Electrical, Electronic and Communications Contracting Award 2020, as amended from time to time;
- d) Plumbing and Fire Sprinklers Award 2020, as amended from time to time;
- e) Manufacturing and Associated Industries and Occupations Award 2020, as amended from time to time; and
- f) QIRC Order (No. B585 of 2003) Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government entities) 2003 as it was immediately prior to its rescission.

Where this Policy is silent, the terms of the above documents as amended from time to time during their life, apply. Where there is conflict between a term of this Policy and a term of the above instruments, or a conflict between two terms of this Policy, the higher wage outcome or other outcome more favourable to the Employee will apply.

For clarity, and to avoid all doubt, the Appendices form part of this Policy

Certain projects may be undertaken above and beyond what this Policy allows for e.g. remote works. In these instances, conditions such as appropriate Travel and Camp arrangements will be agreed upon only with consultation with the relevant Unions.

8. INCLUSION

It is the intention of the parties to this Agreement to prevent and eliminate discrimination as defined by the Anti-Discrimination Act 1991 which includes:

- a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;
- b) sexual harassment; and
- c) racial and religious vilification.

Accordingly, in fulfilling their obligations under the grievance and disputes settling procedure, the parties to this Agreement must take reasonable steps to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Under the Anti-Discrimination Act 1991 it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in clause is to be taken to affect:

- a) any different treatment (or treatment having different outcomes) which is specifically exempted under the Anti-Discrimination Act 1991;
- b) an Employee, Employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

First Nations People

The Parties recognise there is a significant population of First Nations People within Queensland and the Northern Territory. The Employer shall use best endeavours to employ a minimum of 5% of its total workforce who identify as First Nations People.

The Employer will ensure that cultural awareness forms part of the induction process to ensure that all workers are made aware of the history and spiritual connection that traditional owners have with each area where work takes place.

First Nations people will be entitled cultural and ceremonial leave as per the below.

A cultural ceremony will be arranged on each project with the relevant traditional custodians of the land on which the project is being built. The particulars of which will be determined through consultation with the relevant traditional custodians and should also consider project site and location but shall take place not later than when the number of onsite workers reaches 50. Consultation shall also deal with subsequent cultural events onsite depending on the makeup and constitution of the project and advice from the relevant traditional custodians. This shall form part of the Employers commitment to the principles of social, restorative justice and cultural affirmation.

The Employer recognises that a supportive working environment for Aboriginal and Torres Strait Islander people requires the redress of racism, social justice, exploitation and employment inequality. Reflecting the parties' commitment to the principles of Aboriginal and Torres Strait islander self-determination, social and restorative justice and cultural affirmation the Employer will develop a policy which provides for:

- a) 5 days paid leave for participation in cultural and ceremonial activities. Where additional leave is required access to annual and/or unpaid leave will be made available.
- b) skill and career development opportunities for First Nations Employees
- c) the development of retention and promotion for First Nations Employees
- d) Ensure increasing First Nations employment targets in consultation with community organisations and the union.

- 1.1 Where the workplace is a construction site, the Employer's obligations in 8.5 and 8.6 will be deemed to have been met, if provided by the principal contractor on the site

Women in the Industry

Parties respect equal employment opportunities and it is recognised the demographic of the construction industry could be more diverse. To that end, the Parties support the promotion of women into the industry and shall discuss means to achieve this objective including ways to encourage and assist women to seek and maintain employment in the construction industry. The 5-day work week, parental leave and Job-Sharing initiatives contained in this Policy are examples of this.

At a minimum, female toilets with sanitary bins shall be provided at all workplaces. In determining the location of the amenities, the Employer must consider the most appropriate balance of privacy, safety and security. This will be done under consultation with the safety committee.

The parties recognise the right of women to feel safe at work. Sexual harassment, intimidation, ostracism, or any other unacceptable behaviour will not be tolerated. Any such behaviour will be thoroughly investigated. Breaches of this Policy will involve disciplinary action up to and including termination of employment. The employer agrees to ensure appropriate avenues for reporting unacceptable behaviour are in place and all employees are made aware of those avenues.

Mature Age Workers

The parties recognise that a lifetime in the construction industry can take its toll on a person's wellbeing. Wherever possible, the Employer shall implement measures to encourage the retention of older employees and to maintain a ratio of 1 mature age worker to every 8 employees covered by this agreement. To the extent possible, this includes (but is not limited to) the preservation of jobs such as hoist operators, traffic controllers, pegging store persons and electrical/pipe trade commissioning and testing roles for workers over the age of 50.

Retirement Transition Plan

Employees who are approaching retirement may elect to engage with the Employer on a Retirement Transition Plan. The Employee will need to submit their request no earlier than 6 months from the commencement date of the Retirement Transition Plan. The Retirement Transition Plan will encompass the individual circumstances of the Employee and be subject to operational requirements of the Employer. Applications from Employees for a Retirement Transition Plan will be considered on a case by case basis and agreed to by the relevant Union.

9. DISPUTES SETTLEMENT PROCEDURE

A major objective of this Policy is to eliminate lost time and/or production arising out of disputes or grievances. Disputes over any work related or industrial matter (including a dispute about whether a workplace right has been breached) or any matters arising out of the operation of the Policy or incidental to the operation of the Policy should be dealt with as close to its source as possible. Disputes over matters arising from this Policy (or any other dispute related to the employment relationship or the NES, including subsections 65(5) or 76(4) of the Fair Work Act) shall be dealt with according to the following procedure.

The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.

All Employees have the right to appoint a representative in relation to a dispute. It is the express priority of all Parties to attempt to settle a dispute at the workplace level at first instance.

In the event of any work-related grievance arising between the Employer and an Employee or Employees, the matter shall be dealt with in the following manner:

- a) The matter shall be first submitted by the Employee/s or his/her job delegate/ employee representative or other representative, to the site foreperson/supervisor or the other

appropriate site representative of the Employer and if not settled, to a more senior representative of the Employer.

- b) Alternatively, the Employer may submit an issue to the Employee/s who may seek the assistance and involvement of the job delegate/employee representative or other representative.
- c) If still not resolved, there may be discussions between the relevant Union official (if requested by the employee/s), or another representative of the employee, and senior representative of the Employer.
- d) In resolving a dispute, the FWC may deal with the dispute using all the procedures available to it under the Act and may attempt to settle the dispute by conciliation or mediation or, where the parties agree, a recommendation or expression of opinion by the FWC including but not limited to conciliation, issuing a recommendation or expressing an opinion. If the dispute remains unresolved, the FWC may settle the dispute by arbitration. Should the matter remain unresolved, either of the parties or their representative shall refer the dispute at first instance.

This procedure shall be followed in good faith without unreasonable delay.

If any party fails or refuses to follow any step of this procedure the non-breaching party will not be obligated to continue through the remaining steps of the procedure and may immediately seek relief by application to FWC.

Any resolution of a dispute under this Policy by the FWC will not be inconsistent with legislative obligations or any other applicable Codes or Regulations.

A dispute that has been formally commenced, but not concluded, under the name of previous Policy (“the previous Policy”) at the time at which this Policy commences, shall continue to be dealt with accordance with the relevant provisions that apply under the previous Policy. Any dispute which arose under the previous Policy whether formally notified before or after the commencement of this Policy, shall be resolved under the dispute settling procedure of the previous Policy. For the purposes of this subclause the relevant provisions of the previous Policy are deemed to be provisions of this Policy. This subclause applies to disputes only just commenced, to those which are part heard, where there is a decision reserved and to any appeals.

10. CONSULTATION

Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the life of a Project.

Consultative Committees may be set up for this purpose.

Consultation about major workplace change

If the Employer is considering making a decision, and prior to the decision being made, to introduce a major workplace change that is likely to have a Significant Effect on a number of Employees, the Employer must notify those Employee(s) and the Union.

As soon as practicable and prior to implementation, the Employer must discuss with the Employees and the Union the introduction of the change; and the effect the change is likely to have on the

employees. The Employer must discuss measures to avert or mitigate the adverse effect of the change on the Employees.

For the purposes of the discussion the Employer will provide the Employees, the Union and/or their nominated representative/s in writing:

- a) All relevant information about the change including the nature of the change proposed
- b) Information about the expected effects of the change on the Employees; and
- c) Any other matters likely to affect the Employees.

However, the Employer is not required to disclose confidential or commercially sensitive information.

The Employer must give prompt and genuine consideration to matters raised about the major change by the Employees and the Union.

"Significant Effect" includes termination of employment (including redundancy), major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; changes to safety and/or management systems, any changes to employment practices that result in privacy concerns for employees such as implementation of electronic inductions and/or access systems; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

Consultation about changes to rosters or hours of work

Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with those Employee(s) and the Union about the proposed change.

As soon as practicable after proposing to introduce the change, the Employer must:

- a) discuss with the relevant Employees and the Union the introduction of the change; and
- b) provide to the Employees, the Union and/or their representatives details of the following in writing:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- c) Invite the Employee(s) and the Union, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities) and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and their Union.
- d) The requirement to consult does not apply where an Employee has irregular, sporadic or unpredictable working hours.

These provisions are to be read in conjunction with other policy or Award provisions concerning the scheduling of work and notice requirements.

11. PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS

The Employer will have documented processes for managing workplace health & safety issues and disputes. Such processes will be compliant with the Work Health & Safety Act 2011 (Qld) and client contractual obligations.

The Employer, the Employees and the Union agree that for the purposes of s. 81 of the WHS Act matters about work health and safety arising at the workplace shall be resolved in accordance with this procedure.

The Parties agree that for the purposes of this procedure and s. 81(3) of the WHS Act the following persons shall be the representatives of the following parties:

- a) the Principal Contractor (as defined in the WHS Act) - Site Manager or any other person nominated by the Principal Contractor
- b) the Employers - the Site Manager or any other person nominated by the Employer(s)
- c) The Employees - the relevant Union; and
- d) A representative (as defined in the WH&S Act) that is authorised by the worker to represent the worker.

(Collectively referred to as "Nominated Parties")

The Nominated Parties agree that representatives shall be entitled to:

- a) inspect any work system, plant, substance, structure, or other thing relevant to resolving the issue
- b) consult with relevant Employees in relation to resolving the issue
- c) consult with the relevant PCBU (as defined in the WHS Act) about resolving the issue
- d) inspect and take copies of any document that is directly relevant to resolving the issue; and
- e) advise any person whom the representative reasonably believes to be exposed to a serious risk to his or her health and safety, emanating from an immediate and imminent exposure to a hazard of that risk.

The Nominated Parties and/or their representatives may commence the procedure by informing, either by themselves or their representative, the other Parties and/or representatives that:

- a) there is an issue to be resolved; and
- b) the nature and scope of the issue.

As soon as the Parties and/or their representatives are informed of the issue, the Nominated Parties and/or their representatives must meet or communicate with each other to attempt to resolve the issue.

The Nominated Parties and/or their representatives must have regard to all relevant matters including:

- a) the degree and imminent risk to the Employees or other persons affected by the issue.
- b) the number and location of Employees and other persons affected by the issue.

- c) the measures both temporary and permanent that must be implemented to resolve the issue.
- d) who will be responsible for implementing the resolution measures.
- e) whether the hazard or risk can be isolated; and
- f) the time that may elapse before the hazard or risk is permanently corrected.

Once the issue is resolved details of the issue and its resolution must be set out in writing with all Nominated Parties and/or their representatives to be satisfied that the agreement reflects the resolution of the issue with a copy given to all Nominated Parties and/or their representatives to the issue. The issue, once resolved, shall be recorded in the next safety committee meeting minutes with the agreed resolution.

The Nominated Parties and/or their representatives must make reasonable efforts to achieve a timely and final resolution of the issue. If within a reasonable time there is still no resolution, any of the Nominated Parties attempting to resolve the issue may then ask Work Health and Safety Queensland, and/or the QBCC, where applicable, to arrange for an inspector to attend the workplace to assist in resolving the issue.

Direction to cease work

- a) If -
 - (i) an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of the Employer; and
 - (ii) the issue concerns work which involves an immediate threat to the health or safety of any person; and
 - (iii) given the nature of the threat and degree of risk, it is not appropriate to adopt the processes above.
- b) the Employer and/or the health and safety representative for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease.
- c) During any period for which work has ceased in accordance with such a direction, the Employer may assign any Employees whose work is affected to suitable and safe alternative work.

Fundamental to this process is a standing invitation for Union representatives to attend site to assist with all matters relating to health and safety.

Employees are not required to work in circumstances where the employee or a Union representative reasonably believes a safety law is being, or will be, contravened. Consultation between the relevant parties will occur throughout this procedure including with senior representatives of the Employer and the Union.

12. HEALTH AND SAFETY REPRESENTATIVES

The Employer and its Employees will comply with Part 5 of the WHS Act – Consultation, representation and participation in relation to the establishment of a health and safety committee.

A standing invitation will exist for the Union to assist in the voting up of Health and Safety Representatives and the forming of safety committees. Health and safety representative/s (HSR) shall be elected by the Employees on the job, via a show of hands vote conducted by a representative of the Union and shall be subject to recall by a similar process.

Parties covered by this Policy recognise the important role of HSRs. The HSRs have a key role in the early intervention in health and safety issues under this Policy.

The HSR's shall be allowed to consult with the PCBU's, Union's, principal contractor or persons acting on his/her behalf, on matters directly concerned with the safety of workers, and promote the safe conduct of work generally.

Elected Health and Safety representatives will be paid at the relevant rate with the additional allowances as per the sector of the industry they work in and represent.

13. HEALTH AND SAFETY REPRESENTATIVE MEETINGS

A health & safety representative will be allowed reasonable paid time during working hours to attend occupational health and safety matters, including meetings affecting employees he/she represents, providing that the Representative informs their manager.

14. HOT WEATHER GUIDELINES

Under this Policy when air temperature reaches

- a) 35°C; or
- b) 29°C and 75% humidity or more, after three hours from commencement of each trades shift in southeast Queensland it shall constitute inclement weather (Extreme Hot Weather).

This definition will be subject to review in other regions. This must be incorporated in the Employer's OHS Procedures for all applicable Projects.

Before finishing work, Employees must be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, Site manager, and HSRs. This will allow preparation for works to be modified to reduce this category of heat exposure. For forecasting, planning and guidance the Bureau of Meteorology (BOM) shall be used for weather observations. Monitoring heat on the day will be done with a calibrated wet bulb thermometer.

When Extreme Hot Weather is forecasted for the following day, the Employer's Site Manager, WHS Committee and WHS Representatives will consult and determine what actions are to be taken to reduce exposure and modify the program and/or workload prior to the Extreme Hot Weather, which may include:

- a) rescheduling work so that certain tasks are performed during the cooler part of the day, or on another day
- b) reducing the time spent doing hot tasks (for example, by job rotation)
- c) arranging for more workers to do the job
- d) providing extra rest breaks in a cool area
- e) providing cool drinking water and ice (machines) near the work site

- f) increasing air movement by fans or coolers
- g) installing shade cloth to reduce radiant heat from the sun
- h) consideration must be given to working an eight-hour day.

Once the temperature reaches extreme levels, the following process will be followed:

- a) Where the temperature reaches 35°C, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the program and workload.
- b) where the temperature is 29°C and 75% humidity or more after three hours from the commencement of a shift, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the program and/or workload.

If there are areas of the workplace that are below any Extreme Hot Weather, work shall continue as normal in those areas, Employees unable to work elsewhere may be transferred to these areas below the extreme levels if work is available. Employees may walk a reasonable distance through areas effected by extreme hot weather to and from amenities, provided it does not pose an imminent risk to their health or safety. The primary objective is to ensure that there is no reasonable concern for an Employee undertaking the work of an imminent risk to their health or safety,

Extreme Hot Weather shall be measured on site by a temperature gauge compliant to Australian Standards and shall be undertaken in accordance with the manufacturer's operating instructions. The Parties agree that a measurement taken using the Wet Bulb in Globe Temperature index mode will not be used. Wet bulb thermometers will be used in temperature mode and then humidity mode separately and combined will be an acceptable method of measuring extreme hot weather. It is the responsibility of the PCBU to implement these guidelines.

The PCBU shall supply a Wet Bulb Thermometer for each job and depot.

15. AIR QUALITY PROCEDURE

Definitions

Acceptable Air Quality

Air Quality Index (AQI) is categorized as good to extremely poor by the Queensland Department of Environment, Science and Innovation.

PM2.5 are tiny particles in the air that reduce visibility and cause air to appear hazy when levels are elevated. They can be carcinogenic, as advised by the World Health Organisation. Where possible, PM2.5 readings shall be the preferred test for acceptable air quality.

Measuring of air quality

Measuring of air quality will be done through either of the following, by agreement between the parties.

The Department of Environment, Science and Innovation web site (des.qld.gov.au) using the closest station to the work site (see instruction below).

- a) Click on environment.
- b) Go to Our Environment and click on air.
- c) Click on live air data.
- d) Scroll down and view closest Station to the job site.
- e) Refer to Air Quality Procedure (15.9 below).

Where site-based monitoring is undertaken it shall take precedence over measurements from The Department of Environment, Science and Innovation web site. Devices shall be certified to the Australian Standards AS3580 and operated by a competent person (e.g. occupational hygiene technician).

Bushfire smoke

Bushfire smoke is a mixture of different-sized particles, water vapor and gases, including carbon monoxide, carbon dioxide and nitrogen oxides. During bushfires and similar events, large amounts of finer particles are released that are small enough to breathe deep into the lungs and can cause adverse health effects. These chemicals are known “Cancer Causing Agents”

During bushfires and similar events, the Employer must verify that their work area is within a safe range for air quality as defined by the Queensland Department of Environment, Science and Innovation.

Air Quality Procedure

The PCBU, Site Manager and WHS Reps must alert workers the day before extreme or excessive poor air quality conditions are expected.

After three consecutive hours of POOR air quality above 50 μ G per/m³, there will be an orderly cessation of work and preparation for safe completion of critical tasks. Unaffected work areas will be monitored and continue without disruption.

Once the air quality index reaches 75 μ G per/m³ there will be an immediate cessation of work with only safe completion of critical tasks allowable. Unaffected work areas will be monitored and continue without disruption.

Inclement weather provisions of the Award shall be invoked. To be clear, all the provisions contained in clause 24 of the Award shall apply in instances of poor air quality, including 24.14.

All air quality related incidents are to be reported to the employer, site safety coordinator, WHS Committee and any relevant employee representative's immediately.

Fit testing

The accepted method of fit testing of RPE is Quantitative fit testing.

Quantitative fit testing will only be done with reusable half face RPE. It is an essential step in the RPE selection process and allows a PCBU to determine if the specific make and model of RPE is a suitable size, fit and comfort for the worker who is going to use it.

Quantitative fit-testing is a much more effective way to fit-test RPE, as it doesn't depend on tasting or smelling a test agent. For this reason, the PCBU must make sure quantitative fit-testing is used for all RPE.

16. INCLEMENT WEATHER

The parties are committed to working together to minimize the impact of inclement weather. The employer will ensure reasonable allowance is included in contracts taking into account historic weather conditions and forecast rainfall.

Inclement weather means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme heat, poor air quality fire, flood, natural disaster, state of emergency, or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions.

The employer or its representative, when requested by the employees or their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the relevant conditions apply.

The time work stops due to inclement weather and the resumption of work after a period of inclement weather has ended will be recorded by the employer.

When inclement weather conditions exist, an affected employee is not required to start or continue to work where it is unreasonable or unsafe to do so. In cases where emergency work is required or it is necessary to complete a concrete pour already commenced to a practical stage, work may occur or continue provided that such work does not give rise to a reasonable concern on the part of an employee undertaking the work of an imminent risk to their health or safety.

Where emergency work or a concrete pour is completed, work will be paid at the rate of 200% of the ordinary hourly rate calculated to the next hour, and in the case of wet weather, the employee will be provided with adequate wet weather gear. If an employee's clothes become wet as a result of working in the rain the employee will, be allowed to go home for the remainder of the day without loss of pay.

Where an employee is not able to perform any work at any location because of inclement weather, the employee will receive payment at the ordinary hourly rate for ordinary hours. Payment for time lost due to inclement weather is subject to a maximum of 40 hours pay in any 4-week period for each employee. Payment is subject to adherence to the terms of this Policy.

An employee working on a Job share arrangement, that is affected by inclement weather, will be entitled to payment from the 40-hour inclement weather bank on a pro rata basis.

Employees accumulated inclement weather bank shall not be deducted whilst they remain on site.

Inclement weather occurring during overtime will not be taken into account for the purposes of this Policy and employees will not be entitled to any payment for stoppages because of inclement weather that occurs outside of ordinary hours.

Employees on a portion of a site not affected by inclement weather must continue to work even though employees working on other areas of the site may have stopped work because of inclement weather.

Subject to the availability of alternative work in an employee's classification, an employer may require employees to transfer:

- a) from a location on a site where it is unreasonable and/or unsafe to work because of inclement weather, to another area on the same site, where it is reasonable and safe to work; and/or
- b) from a site where it is unreasonable and/or unsafe to work because of inclement weather, to another site, where it is reasonable and safe to work, and where the employer, where necessary, provides transport.

State of Emergency

Where the Government (either State or Federal) enacts a State of Emergency or advises affected Employees to remain at home, the Employee will be paid under this Policy. Where, due to a state of emergency an Employee is unable to safely access the worksite from home or the accommodation, this Policy shall apply.

Cyclone / Tsunami Warnings

When a cyclone warning is issued for a work locality or for a locality where the Employee ordinarily resides, the Company will not unreasonably withhold a request from Employees affected to leave work and attend to family and household matters where they are affected by, or as a consequence of, the cyclone warning. Payment of wages will continue for the period of the warning up to a maximum of 12 hours in any calendar month.

Inclement weather procedure

Remaining on site where, because of inclement weather, the employees are prevented from working:

- a) for more than an accumulated total of 4 hours of ordinary time in any one day; or
- b) after the main meal break, for more than half of the ordinary work time; or
- c) during the final 2 hours of the normal workday for more than an accumulated total of one hour;
 - (i) the employer will not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances, where genuine training has been agreed in writing between the parties, then the course maybe completed in extraordinary circumstances.

Inclement weather at Starting Time or During Breaks

Where the employees are in the sheds, due to inclement weather, or because it is at starting time, morning tea, or lunch time, and it is raining, they will not be required to go to work in a dry area or to be transferred to another site unless:

- a) the rain stops; or
- b) a covered walkway has been provided; or
- c) the sheds are under cover and the employees can get to the dry area without going through the rain

Protection must, where necessary, be provided for the employees' tools.

Dewatering

All sites will develop a Dewatering plan through consultation with the Union, HSR's, Safety Committee and the site Contractors.

This plan will:

- a) Outline appropriate dewatering strategies, hydraulic engineering solutions and Dewatering crew requirements
- b) Implement mitigation strategies
- c) Require relevant HSR's to assess the areas in a staged sequence giving priority to accessways
- d) Commence dewatering activities and open areas progressively once dewatering is complete
- e) Including staggered meal breaks of the dewatering crew and safety committee
- f) Outline minimum requirements of PPE and dewatering tools/equipment
- g) The Dewatering plan will be reviewed and updated on a reasonable basis depending on job type size constitution etc.
- h) Plans for work activities (including agreed training) to take place in dry areas during periods of inclement weather

All Contractors will supply adequate manpower for the site dewatering crew as per the Dewatering plan.

Mitigation strategies such as the following should be considered where reasonably practicable;

falls to slabs which are exposed to elements for extended periods of time

additional drainage outlets to slabs

integrated into jump or standalone retractable roof over stair/lift cores

Employees on the dewatering crew will remain on site in the instances the rest of the site has gone home only for the purpose of dewatering the site to maximise the potential for the site to be reopened the following day. These employees will be paid a disability allowance of double time for all hours worked once the site has gone home.

17. ADDITIONAL OCCUPATIONAL HEALTH AND SAFETY MATTERS

Personal Protective Equipment

The following clothing will be supplied to all Employees after consultation with Delegate. The employer shall provide clothing and Personal protective Equipment that is suitable, fit for purpose and manages risk relative to the task at hand (no later than 1 month after commencement) and will be replaced on a fair wear-and-tear basis. Employees when working on site are required to wear all footwear and clothing supplied. The issue will be:

- a) 1 pair of safety boots (if the Employee buys such boots, the Employer will reimburse the Employee up to \$250.00 upon producing of a purchase receipt): and
- b) 5 sets of shirts and shorts/trousers, overalls or bib and brace overalls, or any combination as agreed: and
- c) 1 high visibility winter jacket compliant with the relevant safety standards.

The abovementioned items will be replaced on a fair wear-and-tear basis. Where an Employee has not sought replacement of any of the abovementioned items on a fair wear- and-tear basis within twelve months from the date of issue, then that Employee will be entitled to a re-issue of the items at the completion of those twelve months.

All items will comply with the relevant Australian Standards. The clothing selected will need to be breathable, be light weight, UV stable, have a high visibility quality, and have the maximum UPF rating. The Employer undertakes to source Australian made clothing and equipment, in so far as it is possible.

No agreement to pay cash in lieu of supply of clothing/footwear is permitted.

The Employer will reimburse the Employee the cost of the Employee providing prescription spectacles and lenses if required as part of their work. The Employer must be provided with the original receipt of purchase prior to reimbursement. The spectacles and lenses will be replaced on a fair wear and tear basis. However, lost or stolen spectacles must be replaced at the Employee's expense.

Workplace Impairment Policy

The Employer Workplace Impairment Policy can be found in APPENDIX 4.

18. SECURITY OF PERSONAL INFORMATION

“Personal information” has the meaning given to it in the Privacy Act 1988 (Cth).

The company undertakes not to pass on or sell Employees’ personal information (either directly or indirectly, for example through contractual arrangements with clients), except to comply with this Policy or to comply with a specific direction from a government authority or a request from a party to this Policy, for example for time and wages information. To the extent allowable by law, all requests for the Company to provide personal information shall be notified to the Union and genuine consultation shall occur between the parties to this Policy. The company commits to minimise the extent of employee information held in order to meet its legal and employment relationship requirements.

19. SITE ACCESS SYSTEMS AND INDUCTIONS

Site access systems shall be agreed between the Parties.

The particular type of site access system to be installed will be reviewed for each project having regard to client requirements, the project’s hours of work, work force numbers and available technology in order to alleviate ‘bottle necks’ and inconvenience to workers in its operations.

The Company will comply with the Australian Privacy Principles in the Privacy Act 1988 (Cth) in relation to any personal information (for the purpose of this Policy “personal information” has the meaning given to it in the Privacy Act 1988 (Cth)) they hold in relation to Employees.

The company undertakes that, to ensure the highest level of compliance with Health and Safety legislation, all inductions shall be conducted “face to face” and on the job. Further, all inductions shall include site specific hazards and requirements for each project. Industry specific inductions that cannot be conducted onsite and are required by law (such as General Construction Induction, or Rail Industry Safety Induction etc) are excluded from the operation of this Policy.

As part of the induction process Union Delegates will be afforded an opportunity to speak to new Inductees about the benefits of union membership and other Union business as the Delegate deems necessary.

20. TOOLBOX MEETINGS

At least one toolbox meeting will be convened by the Employer per site, each month to facilitate and foster communication and consultation. Items to be discussed at each meeting may include programming of site work, site issues, work health and safety, job design, productivity issues, management policies, Policy compliance, wages and conditions, compliance with statutory obligations and any other relevant issue raised. Notice of the meeting will be given at least one (1) week prior to the scheduled date. There will exist a standing invitation for representatives of the Unions to attend such toolbox meetings.

21. CONTRACT OF EMPLOYMENT

Contract of Employment clauses can be found in Parts 2-5 of this Policy depending on the relevant sector that applies to the Employee.

22. CASUAL EMPLOYMENT

A casual Employee is an Employee employed on an occasional basis and whose work pattern is not regular and systematic. When a person is engaged on a casual basis, they will be supplied in writing that the engagement is to be as a casual, the job to be performed, the classification level, the actual or likely length of engagement including number of hours to be worked per week, and the relevant rate of pay.

A casual Employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Policy except annual leave, personal leave, and payment for public holidays on which no work is performed. A casual Employee is entitled to unpaid bereavement leave, domestic violence leave and career’s leave.

Except on Saturdays and Sundays, on each occasion a casual Employee is required to attend work, the Employee shall be entitled to payment for a minimum of eight (8) hours work (with 0.8 of an hour on each of these days accruing toward an RDO) plus the relevant fares and travel allowance prescribed under common allowances or relevant sector allowances. On Saturdays and Sundays, a casual Employee is entitled to payment for a minimum of four (4) hours, plus the relevant fares and travel allowance prescribed under common allowances or relevant sector allowances.

A casual Employee for working ordinary time shall be paid 125% of the hourly rate prescribed in the relevant sectors Part of this document for the Employee's classification.

A casual Employee required to work overtime, or weekend work shall be entitled to the relevant penalty rates prescribed in this Policy:

- a) where the relevant penalty rate is time and a half, the Employee shall be paid 175% of the hourly rate prescribed by relevant sectors Part of this document for the Employee's classification
- b) where the relevant penalty rate is double time, the Employee shall be paid 225% of the hourly rate prescribed by relevant sectors Part of this document for the Employee's classification; and
- c) where the relevant penalty is a public holiday, the Employee shall be paid 275% of the hourly rate prescribed by relevant sectors Part of this document for the Employee's classification.

For the purposes of clarity, the applicable contributions to BUSS(Q), Australian Super, CBUS, BERT/CIRT/Protect, CIPQ/WIP Income Insurance/Wageguard, STQ and BEWT/JetCo or other funds nominated herein, must be made by the Employer in respect of casual Employees. A casual Employee shall also be entitled to receive, in addition to their casual rate, penalty payments for Overtime, work performed on weekends, work performed on public holidays and RDOs, Domestic Violence leave and paid cultural leave.

Termination of all casual engagements shall require one hour's notice by either the Employer or Employee, or the payment or forfeiture of one hour's pay, as the case may be. This Policy will not reduce the entitlements of injured Employees.

Casual Conversion

A casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in excess of six-weeks, thereafter, will have their contract of employment converted to permanent employment except by agreement with the union. Regular and systematic shall be defined as an average of 4 days or more, per week, over 6 weeks.

Any Employee, who is entitled to be converted to permanent employment pursuant to this Policy, and is not converted to permanent employment, is entitled to be paid 175% of the hourly rate prescribed in this Policy for the Employee's classification from the first day of the seventh week of their employment onwards.

23. TRAINING AND RELATED MATTERS

The following training clauses are common to all industry. Additional sector based training relevant to each sector can be found in Part 2-5 of this document.

The parties are committed to the promotion of a highly skilled industry that delivers ongoing employment opportunities and a world-class product through an efficient and safe construction process. To this end, the Employer agrees that appropriate training, including the engagement and training of apprentices, and skills development for the workforce will be provided during the term of this Policy.

The Employer will implement a policy where all Employees will have their current skills assessed against those required in the nationally recognised formal training package relevant to their work. Where any skill deficiencies are identified through the assessment process, the necessary training will be provided to attain the relevant nationally recognised formal qualification.

Where possible training and skill development is to be carried out in normal working hours. It is agreed that the Employer will bear all costs associated with the provision of the training, including costs and material costs and the provision of the Employee's wages for the period of the training.

HSR training

Any Employees elected as a workplace HSR will undertake a training course approved by the State or Territory Government and provided by the Employer within 28 days of being elected, at no cost to the Employee.

Asbestos Awareness Training

The Employer agrees that it will schedule training in the nationally accredited asbestos awareness training course 10279NAT Identification and Awareness of Asbestos Containing Materials. The training shall be booked and commenced within 3 months of the certification of this Policy, or within 3 months of the start of employment of each new employee, unless completed previously or unless otherwise agreed between the Parties.

Silica Dust Training

The Employer agrees that it will schedule training in the "Course in identification of crystalline silica containing material and the associated risks for workers in the construction industry". The training shall be booked and commenced within 3 months of the certification of this Policy, or within 3 months of the start of employment of each new employee, unless completed previously or unless otherwise agreed between the Parties.

Mental Health Training

The Employer agrees that it will schedule training in the nationally accredited Supporting positive mental health in the Construction Industry 11085NAT. The training shall be booked and commenced within 3 months of the certification of this Policy, or within 3 months of the start of employment of each new employee, unless completed previously or unless otherwise agreed between the Parties.

General

The Employer agrees that it will, within 7 days of receiving a written request from the union, provide:

- a) evidence to demonstrate the positive commitment to training and skill development; and
- b) the information as to the number of apprentices and visa holders engaged by the Employer.

Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

The Queensland Government Building and Construction Training Policy applies to all Projects which amongst other requirements, provides a formula for a minimum allocation of employment of apprentices and trainees (new entrants only) and workforce training on all Projects.

24. EMPLOYMENT SECURITY

The parties to this Policy agree to maximise the continuity of employment for existing and future employees and to ensure that permanent employment opportunities and the opportunity for promotion transfer and re-training or upskilling are not eliminated, reduced or eroded.

The Employer recognises that the use of subcontractors and labour hire may affect the job security of current and future Employees covered by this Policy.

As soon as practicable after being awarded a contract and prior to engaging subcontractors to perform work in the classifications covered by this Policy, the employer shall inform the Union Delegate which subcontractors it intends to use for the project.

Use of Contractors

If the employer wishes to engage contractors and their employees to perform work in the classifications covered by this Policy, the employer must first consult in good faith with the union and the employees. Consultation will occur prior to the engagement of sub-contractors.

If the employer decides to engage subcontractors, the employer shall ensure that these contractors and their employees receive wages, allowances and conditions equal to or better than those contained in this Policy.

The use of sham sub contracting arrangements is a breach of this Policy. The contractor who engages subcontractors is also responsible for ensuring the employees of sub-contractors receive wages, allowances and conditions equal to or better those contained in this Policy, this obligation extends to liability for all outstanding wages conditions and entitlements under this Policy.

Labour Hire

Labour hire is defined as temporary "top up" labour designed to meet short situations such as absences due to sick leave, annual leave, and short time work peaks. The employer will not use labour hire in any position on site for a period of more than six weeks. Any departure from this maximum period shall require the agreement of the Union and incur a 175% penalty rate for all work done.

Where there is need for supplementary labour to meet temporary/peak work requirements, such labour may be accessed from bona fide businesses, including sub-contractors and labour hire companies, following consultation with the union.

The employer shall ensure that any workers engaged by such businesses and performing work described in the classifications of this Policy receive wages, allowances and conditions equal to or better than those contained in this Policy.

The contractor who engages labour hire workers is also responsible for ensuring those workers are paid at rates no less than those contained in this Policy. This obligation extends to liability for all outstanding wages conditions and entitlements under this Policy.

There will be no redundancies made while the employer has engaged labour hire to undertake work that is the subject of this Policy. Any departure from this shall require the agreement of the Union.

The application of the above requirements shall recognise geographical and commercial circumstances. In these circumstances the Employer and the Union may agree to vary these requirements on a project-by-project basis. Negotiations are to be conducted in good faith and Policy will not be unreasonably withheld.

25. INDIVIDUAL FLEXIBILITY POLICIES

Where the Employer wants to enter into a variation of this Policy it must provide a written proposal to the Employee and the Union. Where the Employee's understanding of written English is limited, the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

The Employer must ensure that any variation is genuinely agreed to by the Employer, the Union and the Employee and that the terms of the variation Policy:

- a) are about permitted matters under section 172 of the FW Act; and
- b) Relates only to:
 - (i) Salary sacrifice Policies
 - (ii) Increase in annual leave accrual each year
 - (iii) Increase in rate of accrual of Rostered days off
 - (iv) Increase in wages
 - (v) Increase in training leave (Union or otherwise)
 - (vi) Increase to accrual of Long Service Leave
- c) are not unlawful terms under section 194 of the FW Act; and
- d) result in the Employee being better off overall than the Employee would be if no arrangement (variation Policy) was made.

The Employer must also ensure that any such variation Policy is:

- a) Agreed to by the Union
- b) in writing (including details of the terms that will be varied, how the variation Policy will vary the effect of the Enterprise Policy terms, how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and the day on which the arrangement commences)
- c) includes the name of the Employer and Employee
- d) signed by the Employer and the Employee, and if the Employee is under 18, by a parent or guardian of the Employee
- e) provided to the Employee within 14 days after it is agreed to: and
- f) able to be terminated by either the Employer or Employee giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.

Where any of the requirements of this clause are not met, the variation Policy is of no effect.

26. JOB SHARE

In order to promote flexibility in the workplace, in particular for older workers and single parents, the parties agree to consider job sharing arrangements only in accordance with this Policy.

For the purposes of this Policy job sharing is defined as two permanent employees of the same classification sharing one full-time position. This is taken to mean that the 2 positions shall provide a combined minimum of 36 ordinary hours.

All job share arrangements shall be subject to agreement between the Union and the employer and must be confirmed in writing to the employee prior to the commencement of such an arrangement.

Variation of a job share agreement will require consultation between the employees, the employer and the Union and 14 days' notice of variation unless agreed by all parties.

The termination of a Job Share agreement will require consultation between the employees, the employer and the Union and 28 days' notice unless agreed by all parties.

Superannuation and redundancy payments (e.g. BERT) will be calculated on a pro rata basis. As will any allowances that are calculated on a weekly basis.

Breaches of this Policy will require the breaching employer to back pay both employees as if employed fulltime 50 hours per week for the length of the Job Share Agreement.

27. WAGES

Wage rates appropriate to each sector are contained in Appendix 1 of this policy.

28. SUPERANNUATION

Clauses related to Superannuation appropriate to each sector are contained in Parts 2-5 of this policy depending on the relevant part of the sector. In the absence of an Employee having a stapled superannuation fund, or nominating a superannuation fund, the Employer will make contributions to an applicable default fund, until such time as an Employee superannuation standard choice form is returned.

29. SALARY SACRIFICE ARRANGEMENTS

Salary sacrifice arrangements appropriate to each sector are contained in Parts 2-5 of this policy depending on the relevant part of the sector.

30. INCOME PROTECTION AND PORTABLE UNUSED SICK LEAVE

Appropriate income protection and portable unused sick leave rates appropriate to each sector are contained in Parts 2-5 of this policy depending on the relevant part of the sector.

31. REDUNDANCY

Industry Redundancy provisions appropriate to each sector are contained in Parts 2-5 of this policy depending on the relevant part of the sector.

32. COMMON ALLOWANCES

Health and Safety Representative

Where an Employee is elected by Employees of the Employer as a HSR and agrees to undertake the required training to fulfil the role, the Employee will be classified as the higher of CW4, EW4, C9, Plumbing Sprinkler level 2(105%) or the Employee's usual classification. In addition, a HSR is entitled to an all-purpose hourly allowance for the life of this Policy as per the table below.

ALLOWANCE TITLE	From Commencement	From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026	From 1/07/2027
HSR Allowance	\$2.39	\$2.51	\$2.63	\$2.77	\$2.91	\$3.06

- a) For clarity, an Employee is only entitled to one all-purpose hourly allowance.

Union Delegate

Where an Employee is elected by Employees of the Employer as a Union Delegate, and the Union notifies the Employer of this election, the Employee will be classified as the higher of CW4, EW4, C9, Plumbing Sprinkler level 2(105%) or the Employees usual classification. In addition, a Union Delegate is entitled to an all-purpose hourly allowance for the life of this Policy as per the table below.

ALLOWANCE TITLE	From Commencement	From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026	From 1/07/2027
Delegate	\$2.39	\$2.51	\$2.63	\$2.77	\$2.91	\$3.06

- (a) For clarity, an Employee is only entitled to one all-purpose hourly allowance. Notwithstanding, no Union Delegate will suffer a reduction in pay as a result of the implementation of this clause.

33. HOURS OF WORK

Ordinary hours

Except as provided elsewhere in this Policy, the ordinary working hours will be 36 hours per week (7.2 hours per day) worked between 6.00 a.m. and 6.00 p.m. Monday to Friday. All time worked outside the aforementioned span of hours shall be by agreement with and notified to the union and paid at double time. Agreement will not unreasonably be withheld.

There must be allowed, without deduction of pay, a minimum rest break of 20 minutes between 9 am and 11 am in lieu of an afternoon rest pause.

Start and Finish Times

Typically, work should not commence later than 7am on any day unless prior written agreement has been reached with the Union.

For construction workers, any hours worked between 4am and 6 am will be paid at double time for the disability of starting early and accrue towards the ordinary hours for the day.

Alteration of the typical start and finish times within the spread of ordinary daily hours shall be by written agreement with the union. Additionally, the Employer will;

- a) provide not less than 48 hours' notice to affected Employees of the change to start and finish times;
- b) have regard to the intention of avoiding excessive overtime.

Overtime

It is the intention of the Employer and Employees that excessive overtime will not be worked.

- a) To this end the general standard of weekly hours will usually not be more than 50 per week, which shall be taken to mean not more than 10 hours per day Monday to Friday, for an individual Employee. The aforesaid 'usual weekly hours' of the affected Employees may by agreement be exceeded from time to time to perform works which the Employer considers necessary and to meet operational requirements including but not limited to the need to perform works which are critical to the ongoing productivity or safety of other employees on the project or where a critical work task is delayed due to unforeseen circumstances.

Reflecting this intention, it is recognised that:

- a) The Employer is not restricted as to the setting of daily hours within the 50-hour general standard;
- b) Subject to written agreement with the Union a majority of employees may agree to work on a Saturday following a Monday RDO, provided there is strict adherence with the rest of this section. Agreement will not unreasonably be withheld, and particular consideration shall be given to weeks where both RDOs and public holidays occur.

An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to matters including:

- a) any risk to Employee health and safety including the risk of fatigue i.e., excessive hours, exposure to noise, fumes, or any matter that can impair an employee's ability to work safely and/or create a danger to Employees
- b) the Employee's personal circumstances including any family responsibilities
- c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
- d) any other relevant matter.

Overtime Penalty Rates

On projects where the Total Cost of Work is \$50m or greater, all time worked in excess of the ordinary hours and on weekends shall be paid at double time.

On projects where the Total Cost of Work is less than \$50m, the overtime penalties will be paid for at the rate of time and a half for the first two hours and at double time thereafter, notwithstanding this, all hours worked on Saturdays and Sunday will be paid at Double time.

Shiftwork

For construction workers, all shifts starting or finishing more than 2 hours outside of the ordinary hours of work will be classified as Shiftwork and be paid at double time for the entire shift.

Shiftworker for the purposes of this clause is defined as an Employee who is required by the Employer to work Shiftwork, which commences or finishes outside 6.00 a.m. and 6.00 p.m. Monday to Friday. This does not apply to an early start which may occur between 4 and 6 am on a regular day shift and will incur a penalty rate and count towards the ordinary hours for the day or a late finish between 6pm and 8 pm.

Shiftwork shall be paid at the rate of double time for all hours worked.

Unless otherwise agreed between the parties an Employee who has to work Shiftwork shall be given at least 48 hours' notice of the requirements to work shift work.

An Employee may refuse to work overtime in circumstances where the working of such shift would result in the Employee working hours which are unreasonable having regard to matters including:

- a) any risk to Employee health and safety including the risk of fatigue i.e., excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees
- b) the Employee's personal circumstances including any family responsibilities
- c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
- d) any other relevant matter.

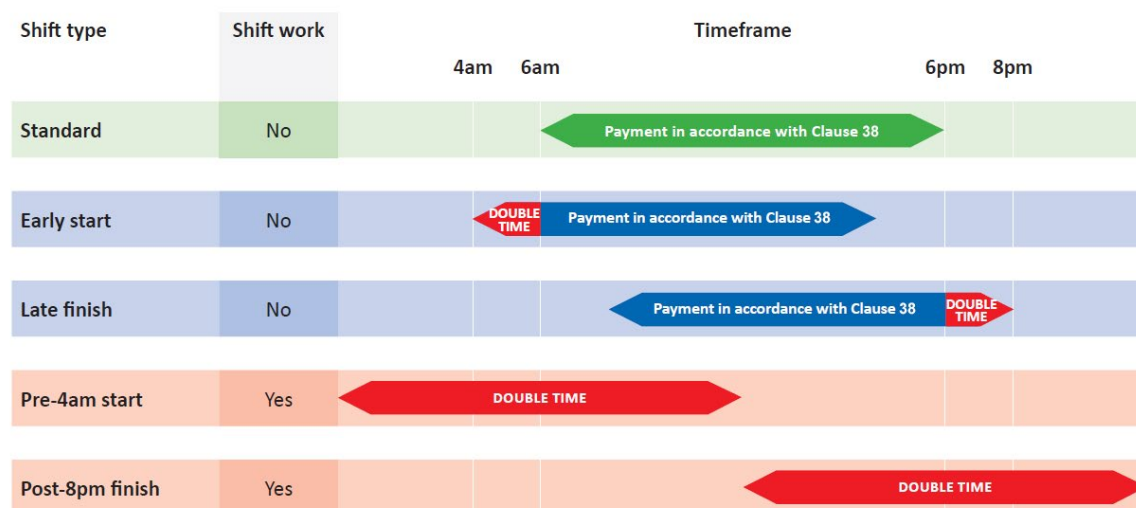
This clause will replace the Shiftwork clause under the Award.

Easter and Christmas

For construction workers, an Employee required to work during the Easter and Christmas period, that is to work on any day between and inclusive of Christmas Day and New Year's Day and any day,

between and inclusive of Good Friday and Easter Monday, shall be paid 300% of the hourly rate prescribed in the Policy for the Employee's classification. Any work undertaken during these periods will be by written agreement with the Union.

HOURS OF WORK EXPLANATORY DIAGRAM



34. ARRANGEMENTS FOR REMOTE, REGIONAL AND AWAY WORK

WORKING AWAY FROM HOME

General

The Parties acknowledge there may be multiple sources of Employees for the Project.

- Employees who reside locally;
- Employees who travel from an existing home base and are required to live away from home; and
- Employees required to reside in accommodation specifically created for the Project.

The Employer may require employees to work away from their homes in order to fulfil the varying contracts the Employer has. In all cases, employees will be given a minimum of one (1) week's notice before such work away can commence, notwithstanding this however, shorter notice periods may be mutually agreed between employees and the Employer.

Employees will not be entitled to claim working away from home provisions unless they are working outside ninety (90) Kilometres (direct route via road) of their depot and required to be away from their normal home-base for periods of one (1) overnight absence or longer, unless otherwise mutually agreed.

This section does apply to Employees who reside locally, less than 60km from the Project site, and are not required to reside at or near the Project. However the Supplementary Travel Allowance below does apply.

Supplementary Travel Allowance:	Daily
<p>Local Employees will be provided an additional Supplementary Travel Allowance in addition to the Daily Travel Allowance, for each day the Employee reports for work and works as directed by the Employer.</p> <p>The Allowance is provided as reimbursement of additional travel time and expense incurred with getting to and from Project provided transit pick up location/s.</p>	<p>\$30 upon commencement and increased in accordance with the wage increases set out in this BPIC.</p>

Where an Employee is engaged on distant work, the Employer will provide reasonable board and lodgings, at no cost to the Employee and pay out of pocket expenses (OPE)..

Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning. Accommodation must at a minimum, comply with the minimum standard set out in the Code of Practice issued by Workplace Health and Safety Queensland “Managing the Work Environment and Facilities: Code of Practice 2021” and the Queensland Government’s Non-resident Worker Accommodation Guidelines.

Where the Employer provides meals, they will be of a suitable choice, quality and quantity to meet the varying tastes and nutritional needs of Employees.

Where this is not available or appropriate , **the** Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.

Where an Employee is engaged on distant work, the Employer will pay the Employee, in addition to all other entitlements, a daily allowance as provided. Employees rostered for distant work must be notified in writing by the Employer. The Employer will endeavour to ensure that no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work.

An Employee may refuse to work in circumstances where the working would result in the Employee working hours which are unreasonable having regard to matters including:

- any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;
- the Employee's personal circumstances including any family responsibilities;
- the needs of the workplace or enterprise;
- the notice (if any) given by the Employer, and by the Employee of his or her intention to refuse it; and
- any other relevant matter.

Supplementary Accommodation Allowance (SAA)

Supplementary accommodation allowance as shown in the table below will be paid for each overnight absence. The supplementary allowance will be indexed and adjusted annually by the percentage of the wage adjustments to base salary rates as specified in the salary schedule of this Agreement.

Employees will be entitled to claim SAA where the employee is required to prepare or supply meals and maintain their accommodation facilities when working in Remote or Isolated Regions where serviced Commercial Accommodation is not available or provided.

Payment for SAA as follows:

From 1 July, 2023	From 1 July, 2024	From 1 July, 2025	From 1 July, 2026	From 1 July, 2027
\$19.50	\$20.48	\$21.50	\$22.57	\$23.70

Start & Finish Point

Where a local depot has not been established, the recognised start and finish point for workers working away will be in accordance with this Policy, ie. it will be no more than 30 minutes from their accommodation. The closest commercially available accommodation is the centre that has accommodation facilities available for overnight and/or short/medium/long term rent.

Provided that where the accommodation is more than 30 minutes from the employee's accommodation, any time spent travelling in excess of the 30 minutes will be considered to be work time and will be taken into account for the purpose of calculating overtime.

All accommodation arrangements must comply with the relevant fatigue management policy.

Travel to and from the project site

Where the Employer has a number of depots located within Queensland. On employment an employee will have a depot or worksite nominated as their place of employment. In terms of travel to and from project sites, the Employer has a responsibility to facilitate travel for the employee between the project site and the nominated place of employment.

HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK

HOURS OF WORK

For all employees the ordinary hours of work will not exceed an average of 36 per week.

The ordinary hours of work prescribed herein, will be worked continuously, except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 p.m. Mondays to Fridays inclusive.

The above start and finish times may be moved by up to one hour either way without penalty through agreement between the Company and directly affected Employees.

Rostering arrangements and hours of work for the Project will be determined by the Company, in consultation with the parties to the Policy, however the preferred roster under this Agreement is an 18 days on 10 days off R&R cycle. Where the weekend or part of the weekend is included in a work cycle, the time worked shall be counted towards the ordinary hours.

The parties agree that the current working arrangements for hours of work provisions (including, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods) may be altered on any work site during the life of this Agreement following consultation and agreement between the Company and the majority of directly affected site employees, or individual, so as to provide greater flexibility and to meet project and/or shift work or operational requirements.

Each day stands alone for the purposes of calculating overtime.

35. EMPLOYEE ROSTERED DAY OFF

Ordinary working hours will be scheduled in a 10-day cycle, Monday to Friday inclusive, with 8 ordinary working hours worked for each of 9 days and with 0.8 of an hour on each of those days accruing toward the tenth day, which will be known as the rostered day off (RDO).

26 rostered days are scheduled to be taken off by an Employee for every 12 months' continuous service in accordance with the dates set out in the calendar contained in APPENDIX 3. The purpose of this calendar is to ensure workers and site management manage their fatigue levels, thereby encouraging safer and more productive Projects. Calendars for years not contained in this Policy will be published by the Union when the Holiday and School Terms are released by the Queensland Government.

For construction workers, payment for RDOs will include an entitlement to the daily fares and travel allowance.

Each day of leave taken and any public holiday occurring during any cycle will be regarded as a day worked for accrual purposes.

An Employee who has not worked a complete cycle will receive pro rata accrued entitlements payable for the rostered day off.

Where an Employee has insufficient accruals for an RDO, the Employer may by agreement with the affected Employee, offset any deficiency from the Employee's annual leave entitlement.

Where the Employer wants an Employee or Employees to work on an RDO, the following process shall be followed:

- a) The Employer shall establish that there is a genuine need for the work to take place on the RDO. Examples of where work may take place include, but are not limited to, the following: jumping cranes, erecting, or dismantling jump form, high-risk activity after consultation with the safety committee),
- b) The Employer must consult with the affected Employee(s); and
- c) All work on RDO's will only occur by agreement between the Employer and the Union. Such agreement will be in writing.

The Employer is committed to providing as much notice as is reasonably practicable for a requirement to work. Wherever possible, the process outlined above will occur at least 7 calendar days prior to the RDO in question.

An Employee may refuse to work an RDO in circumstances where the working of such a RDO would result in the Employee working hours which are unreasonable having regard to matters including:

- a) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees
- b) the Employee's personal circumstances including any family responsibilities
- c) any other relevant matter.

Where the procedure in clause above has been followed and at least seven days' notice has been provided to Employees to work on the RDO, Employee's must be paid for at 200% of the rate applicable for the Employee's classification in the Policy, with a minimum payment for 8 hours, for that RDO. Where the procedure in clause above has not been followed or less than 7 days' notice has been provided to Employees to work on the RDO, Employee's must be paid at 250% of the rate applicable for the Employee's classification in the Policy, with a minimum payment of 8 hours, for that RDO.

In addition to the loadings listed above, employees will be provided the opportunity to take the RDO at a later date of their choosing for each RDO that they are required to work.

Up to five (5) RDOs may be accrued under normal industry flexibilities. Accrued RDOs will be taken in the calendar year they were due or be transferred to the employee's annual leave bank in the last pay period of the calendar year provided sufficient RDO hours are retained to cover the scheduled RDOs for January of the following year.

36. PRODUCTIVITY SCHEMES

Productivity Schemes will be prohibited unless written agreement has been reached between the Employer and The Union.

37. LEAVE

Annual leave

An employee's entitlement to annual leave will be consistent with the NES contained in the FW Act.

Annual leave shall accrue at the rate of three-hours per week (i.e. 36 ordinary hours) of service. If the Employee is a Continuous Shiftworker (as defined in this Policy), the Employee shall accrue annual leave at the rate of 3.75 hours per week (i.e. 36 ordinary hours) of service.

The Employer will not unreasonably refuse a request for annual leave by an Employee.

Annual leave will be paid at the rate the Employee would have received if ordinary hours had been worked during the period of leave (including applicable allowances), plus a loading of 17.5%.

At the termination of employment, the Employee will be paid out all outstanding annual leave entitlements, including the 17.5% loading. The annual leave will be paid out as if the Employee were taking leave, commencing from the end of the termination notice period. As such, any public holidays occurring during the period for which the annual leave entitlement applies, will be paid for in addition to the annual leave entitlement.

Personal leave

Permanent Employees shall be entitled to paid leave when they are absent from work due to:

- a) personal illness or injury (sick leave, a form of personal leave)
- b) for the purposes of caring for partners, children and/or other household or family members who are sick or in a personal emergency and require the Employee's care and support (carer's leave, another form of personal leave); or
- c) compassionate leave.

Personal leave shall accrue as follows:

- a) Three days in the first month and then one additional day at the beginning of each of the next nine-calendar months will be available in the first year of employment
- b) 12 days at the beginning of the Employees second and each subsequent year will commence on the anniversary of engagement
- c) All unused personal leave is cumulative.

If required by the Employer, when an Employee is absent for more than two-consecutive days the Employee is required to give the Employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

Unpaid carer's leave will be in accordance with the NES.

Parental leave

An employee is entitled to the Parental Leave provisions contained within the NES.

In addition to the entitlement under the NES the Employer will pay an additional amount as follows:

- a) Where the employee is to be the primary care giver, pay the equivalent of the difference between the Government paid parental leave scheme and the employees normal take home pay for a period of four (4) weeks.
- b) Where the employee is not to be the primary care giver, pay the equivalent of the difference between the government paid parental leave scheme and the employees normal take home pay for a period of two (2) weeks.

To avoid doubt, if the Government paid parental leave scheme ceases to exist the Employer will pay to the employee the employees normal take home pay for the periods set out above.

Maternity leave

This clause applies to birth-related leave only.

- a) Where a mother who births a child/children and is the primary care giver of the child will be paid the equivalent of the difference between the applicable Government paid parental leave scheme and the Employees normal take home pay for a period of twenty-six (26) weeks.
- b) This may be taken on a part-time basis over fifty-two (52) weeks.
- c) Payment under this clause is in lieu of any payment an Employee might otherwise be entitled to under this clause.

Compassionate leave

Employees are entitled to compassionate leave in accordance with the National Employment Standards contained in the FW Act. In addition, compassionate leave is available for Employees upon the death of a family or household member, or close family Relatives.

Community Service Leave

Community Service Leave will be in accordance with the FW Act.

Long Service Leave

All Employees covered by this Policy are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Division 9, sections 93-114 of the *Industrial Relations Act 2016 (Qld)* as amended from time to time, or the provisions of the *Building and Construction Industry (Portable Long Service Leave) Act 1991 (Qld)*. Section 95 subsection (4) of the *Industrial Relations Act 2016 (Qld)* does not apply to Employees covered by this Policy.

Unpaid leave

Employees may take unpaid leave (in addition to any entitlements to certain types of unpaid leave that are available in accordance with the NES). Such leave will be subject to the Employer's approval except for up to five-days per year of unpaid leave, which may be taken by notice given at or before the commencement of such leave. Unpaid leave can be taken for less than a day.

Public Holidays

Employee entitled to be absent on public holiday.

An employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes. If, in accordance with this clause, an employee is absent from his or her employment on a day or part-day that is a public holiday, the Employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day.

Reasonable requests to work on public holidays.

- a) The Employer may request an employee to work on a public holiday if the request is reasonable. Further, written agreement must be reached between the Employer and the Union for any work on public holidays.
- b) If the Employer requests an employee to work on a public holiday, the employee may refuse the request if
 - (i) the request is not reasonable; or
 - (ii) the refusal is reasonable.

In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:

- a) the nature of the Employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee
- b) the employee's personal circumstances, including family responsibilities
- c) whether the employee could reasonably expect that the Employer might request work on the public holiday
- d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday
- e) the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork)
- f) the amount of notice in advance of the public holiday given by the Employer when making the request
- g) in relation to the refusal of a request—the amount of notice in advance of the public holiday given by the employee when refusing the request
- h) any other relevant matter.

All work done by any employee on:

- 1st January
- 26th January
- Good Friday
- Easter Saturday (the day after Good Friday)
- Easter Sunday
- Easter Monday
- 25th April (Anzac Day)
- May Day (1st Monday in May)
- The Birthday of the Sovereign
- Christmas Eve (from 6.00pm to midnight)
- Christmas Day

- Boxing Day; or
- any day appointed under the Holidays Act 1983 will be paid for at the rate of double time and a-half with a minimum of 4 hours.

In addition to the days set out above, employees will be entitled to public holidays on any other day, or part-day, declared or prescribed by or under a law of Queensland to be observed generally within the Queensland, or a region of the State of Queensland, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

38. FAMILY VIOLENCE LEAVE

General Principles

The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The employer is committed to providing support to staff that are subjected to family and/or domestic violence.

Understanding the traumatic nature of family and/or domestic violence the employer will support their employee if they have difficulties performing tasks at work. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being subjected to family and/or domestic violence. An employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence.

Definition of Family and/or Domestic Violence

For the purpose of this clause, family and/or domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former). To avoid doubt, this definition includes behaviour that:

- a) is physically or sexually abusive; or
- b) is emotionally or psychologically abusive; or
- c) is economically abusive; or
- d) is threatening; or
- e) is coercive; or
- f) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
- g) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

Family and/or Domestic Violence Leave

An employee, including a casual employee, who is subjected to family and/or domestic violence is entitled to 10 days per year of paid family and/or domestic violence leave for the purpose of:

- a) attending legal proceedings, counselling, appointments with a medical or legal practitioner
- b) relocation or making other safety arrangements; or

- c) other activities associated with the experience of family and/or domestic violence.

In addition, an employee, including a casual employee, who provides support to a close personal contact who is subjected to family and/or domestic violence is entitled to access family and/or domestic leave for the purpose of:

- a) accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner
- b) assisting with relocation or other safety arrangements; or
- c) other activities associated with the family and/or domestic violence including caring for children.

This leave will be in addition to existing leave entitlements, may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.

Upon exhaustion of the leave entitlement, employees will be entitled to up to [2] days unpaid family and/or domestic violence leave on each occasion.

Notice and Evidentiary Requirements

The employee will give his or her employer notice as soon as reasonably practicable of their request to take leave under this clause.

If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in this Policy. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.

The employer must ensure that any personal information provided by the employee to the employer concerning an employee's experience of family and/or domestic violence is kept confidential. Information will not be kept on an employee's personnel file.

Individual Support

In order to provide support to an employee who is subjected to family and/or domestic violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee subjected to family and/or domestic violence for:

- a) changes to their span of hours or pattern or hours and/or shift patterns
- b) job redesign or changes to duties
- c) relocation to suitable employment within the employer
- d) a change to their telephone number or email address to avoid harassing contact; or
- e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

39. TERMINATION

The following clause pertains to termination of all employees covered under this Policy.

The Employer will consult with the Union prior to making any decision to terminate make redundant or any other form of cancelling the employment contract for any employee.

Employment may be terminated by the Employer due to performance/general misconduct, serious and wilful misconduct, or Redundancy.

Performance/General Misconduct

In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following 3 step counselling procedure will be applied. This procedure does not apply for Redundancy situations. An Employee may elect at any step to have their employee representative or any other person or persons of his or her choice, present. The Employee must be given an opportunity to respond to each allegation. At the request of the Employee, copies of any written warnings will be given to the employee representative or any other party to this Policy.

Step 1- First Written Warning

- a) The Employer will have a discussion with the Employee, and the Employer will advise the Employee of the problems that the Employer believes exist in relation to the Employee's conduct. If appropriate the Employer will then issue a written warning detailing:
 - (i) The issues of concern; and
 - (ii) The standards of improvement required.

Step 2- Final Written Warning

- a) If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Employer will have a further discussion with the Employee in which it will advise the Employee of the problems the Employer believes exists in relation to the Employee's conduct. If appropriate the Employer will then issue a final written warning detailing:
 - (i) The issues of concern; and
 - (ii) The standards of improvement required; and
 - (iii) That it is a final written warning and that failure to meet the standards of improvement stated therein may lead to dismissal.
- b) If an Employee does not repeat the same offence which produced the need for the final warning, within 6 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for dismissal.

Step 3- Dismissal

- (a) If after receiving a final warning, the Employee repeats the same conduct within a period of 6 months, then the Employee may be dismissed. A written notice of dismissal will be provided to the Employee by the Employer outlining the reasons for the dismissal.

The Employer shall provide to each terminated Employee a written statement specifying the period of employment and the classification or type of work performed by the Employee.

The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two business days of termination, or the Employee shall be entitled to claim payment for all

time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday). This claim shall be regardless of whether or not the Employee remains on the job).

The Employer shall pay each terminated Employee for any public holiday that occurs in the period of annual leave that would have been payable had the Employee commenced annual leave on the date of termination. Where the Employee's leave balance would not include public holidays occurring within the 10 working days (excluding weekends) following termination, the Employee shall receive payment for these days.

In cases where the Employer is considering transferring, or terminating the services of an elected Union Delegate, employee representative, or a HSR, a five-day mandatory consultation period shall be initiated by the Employer in the form of a face to face meeting with the Union prior to any final decision on transfer or termination being made. The affected Employee and their nominated representative will be immediately advised in writing of the initiation of the consultation period and shall remain on the job during the consultation process. If the Employer fails to comply with any of these requirements, the notice period that the Employer must give to the affected Employee shall be increased to four weeks.

The employer shall notify all funds upon termination of an employee. This will include informing Qleave of time served.

40. UNION DELEGATE

Where an Employee has been elected as a Union Delegate, the Employer will recognise the following:

- a) the right to be treated fairly and to perform their role without any discrimination in their employment
- b) for the Union Delegate to represent an Employee were requested in relation to a grievance, dispute or a discussion with a member of the Union
- c) the right to place information related to permitted matters in prominent locations in the workplace except that the material must not breach freedom of association, privacy and other applicable laws
- d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace
- e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace
- f) the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts
- g) the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts
- h) the right for reasonable time off to attend accredited union education
- i) the right to take reasonable leave to work with the Union
- j) the right to have reasonable time off to participate in the operation of the Union

- k) the right to address new employees about the benefits of union membership at the time that they enter employment or on their first day on site.

41. UNION DELEGATE FACILITIES

The Employer shall provide an agreed facility for the use of the Union Delegate to perform their duties and functions as the on-site representative of the Employees. The provision of the following facilities is to ensure that the Union Delegate is able to effectively perform his/her functions in a professional and timely manner. The facilities shall include:

- a) a telephone
- b) an iPad equipped with mobile Internet access
- c) a table and chairs
- d) a filing cabinet
- e) air-conditioning/heating
- f) access to stationery and other administrative facilities, including use of facsimile, use of e-mail, (if available on site), following consultation between the Union Delegate and Site Management
- g) a private lockable area.

42. UNION TRAINING LEAVE

An Employee elected as Union Delegate shall, upon application in writing to the Employer, be granted up to five days paid leave each calendar year to attend relevant Union Delegate courses. Such courses shall be designed and structured with the objective of promoting good industrial relations within the building and construction industry.

Consultation may take place between the parties in the furtherance of this objective.

The application for leave shall be given to the Employer in advance of the date of commencement of the course. The application for leave shall contain the following details:

- a) The name of the Union Delegate seeking the leave
- b) The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
- c) A general description of the content and structure of the course and the location where the course is to be conducted.

The Employer shall advise the Union Delegate within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.

The time of taking leave shall be arranged to minimise any adverse effect on the Employer's operations. The onus shall rest with the Employer to demonstrate an inability to grant leave when an eligible Union Delegate is otherwise entitled.

The Employer shall not be liable for any additional expenses associated with an Employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the

purpose of this clause ordinary time earnings shall be defined as the relevant Policy classification rate including, shift work loadings where relevant plus Site Allowance where applicable.

Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with a Union Delegate's RDO or with any concessional leave.

A Union Delegate on request by the Employer shall provide proof of their attendance at any course within 7 days. If an Employee fails to provide such proof, the Employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the Union Delegate.

Where a Union Delegate is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the Employee shall receive payment if entitled under the provisions of the relevant award clause.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this Policy.

43. UNION RIGHTS PROMOTING REPRESENTATION OF MEMBERS

The company shall establish policies and procedures so that all reasonable steps are taken to encourage employees, to become financial members of the relevant branch of the Union, subject to relevant legislation.

Any company representative who discourages an employee from becoming a financial member of the union breaches the intent of this Policy.

The company must invite the union delegate to attend every company induction for new employees and to address employees for at least half an hour per attendance.

A standing invitation exists for any representative of the Union covered by this Policy to enter any place where company employees or representatives are for purposes including, but not limited to, dispute resolution or consultation meetings but not for purposes for which a Right of Entry exists under Part 3-4 of the Fair Work Act.

The company will allow the Union to promote membership of the Union.

The company will provide a Union noticeboard at every workplace. The display of material upon the Union noticeboard will be under the control of the Union.

The company will provide any information to the Union about employees that the Union requires, and that is necessary to ensure compliance with this Policy.

The company will provide information about the Union to an employee that the Union requires.

Employees are entitled to have paid time off to attend union meetings of up to 2 hours (or more by agreement) or participate in union activities. There shall be no more than one meeting per shift. The Union shall notify the Company that a meeting is to occur prior to the commencement of the meeting.

Upon request, the company will deduct Union dues from an employee's weekly wages and remit such amount to the Union by EFT within 2 days of the deduction.

44. TIME AND WAGE RECORDS

Particulars of details of payment to each Employee must be included on the envelope including the payment or in a statement handed to the Employee at the time payment is made and will contain the following information:

- a) Name of employing Employer;
- b) Name of Employee;
- c) Employee's classification;
- d) Date of payment and period covered by wage statement;
- e) Details of the number of ordinary hours worked;
- f) Details of the number of overtime hours worked;
- g) The ordinary hourly rate and the amount paid at that rate;
- h) The overtime hourly rates and the amounts paid at those rates;
- i) The gross wages paid;
- j) The net wages paid;
- k) Details of any deductions made from the wages;
- l) Details of all accrued entitlements such as RDOs, personal leave, annual leave, etc;
- m) Details of the Employer BUSS(Q) contribution;
- n) Details of the Employer BERT contribution, including the amount;
- o) Details of the Employer CIPQ payment, including the amount;
- p) Details of the Employees BEWT payment, including and the amount.

In addition, the Employer must also maintain the following time and wage records:

- a) The Employee's date of birth;
- b) date when the Employee became an Employee of the Employer, if appropriate, the date when the Employee ceased employment with the Employer;
- c) The Employee's tax file number;
- d) The Employee's BUSS(Q) number;
- e) The Employee's BERT number;
- f) The Employee's QLeave number;
- g) The Employee's CIPQ number;
- h) Daily details of work including:
 - (i) Daily start time and finish time;
 - (ii) Time lunch and crib breaks taken;
 - (iii) Total ordinary hours worked and resulting wage;

- (iv) Total time and a half hours worked and resulting wage;
- (v) Total double time hours worked and resulting wage;
- i) Details of allowances paid;
- j) Details and payment for RDOs, Personal and annual leave, public holidays;
- k) Details of deductions;
- l) Details of additions;
- m) Total gross allowances paid per week and year to date;
- n) Total gross wages paid per week and year to date;
- o) Tax deducted from wages per week and year to date;
- p) Net wages per week and year to date;
- q) RDOs, sick and annual leave accrued per week and year to date;
- r) Superannuation, BERT, BEWT, and CIPQ paid per week and year to date.

45. SHAM CONTRACTING

Sham contracting occurs when an Employer engages an individual to perform building work under a contract for services where the true character of the engagement or proposed engagement is that of employment.

The Employer agrees they will not engage in sham contracting and recognises that the practice of sham contracting is unlawful and undermines the job security of the Employees covered by this Policy.

The Employer will not enter into a contract with another person ("the Contractor") under which services in the nature of building work are to be provided to the employer, if:

- a) the services are to be performed by an individual (who is not the Contractor); and the individual has any ownership in, or is an officer or trustee of, the contractor; and
- b) if the contract were entered into with the individual, the contract would be a contract of employment.

The Employer will maintain records about any Contractors that it has engaged in the preceding month which will include:

- a) the name of the Contractor;
- b) the owner(s) of the Contractor;
- c) the works that the Contractor was engaged to perform;
- d) basis on which the Contractor was paid for the work e.g. lump sum/fixed price, daily rate, other; and

The Employer will, within 7 days of receiving a written request from the Union, provide a copy of the records which it is required to keep pursuant to the previous subclause. Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

Where in breach of this Policy a sham contract was in place, such that that Contractor was in fact an Employee under this Policy, the calculation for back pay will be calculated on the basis of the difference between what they were paid under sham contract arrangement and:

- a) 175% of the applicable hourly rate contained in this Policy; and
- b) the Site Allowance (if applicable); and
- c) the multi-story allowance (if applicable); and
- d) Superannuation (BUSSQ), BERT, CIPQ and BEWT.

46. SECURITY OF PAYMENTS

The Employer recognises that the under, non or late payment of building industry participants for services rendered can affect the entitlements of workers and the security of their employment.

The Employer acknowledges its obligations under the Building and Construction Industry Payments Act 2004 (as amended) and the Subcontractors Charges Act 1974.

The Employer will not engage in illegal or fraudulent phoenix activities for the purpose of avoiding any payment due to another building contractor or building industry participant or other creditor.

The Employer will:

- a) comply with all applicable laws and other requirements relating to the security of payments that are due to subcontractors; and
- b) ensure that payments which are due and payable are made in accordance with applicable legislative requirements; and
- c) have a documented dispute settlement process in accordance with all applicable legislative requirements that details how disputes about payments will be resolved, includes a referral process to an independent adjudicator for determination if the dispute cannot be resolved between the parties and must comply with that process; and
- d) as far as practicable, ensure that disputes about payments are resolved in a reasonable, timely and cooperative way.
- e) Principal contractors and contractors will ensure reasonable allowance is included in contracts taking into account historic weather conditions and forecast rainfall.
- f) The Employer will keep records demonstrating its compliance. The Employer will, within 7 days of receiving a written request from the Union who has a reasonable belief of a non-compliance, provide evidence demonstrating its compliance. Nothing in this Policy requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

47. TEMPORARY FOREIGN LABOUR

“temporary foreign labour” means a person that is not an Australian citizen or Australian permanent resident or does not have rights to work and live permanently with Australia who is employed or engaged to undertake work by the Employer.

The Employer recognises that the engagement of temporary foreign labour may undermine the job security of the Employees covered by this Policy. The parties wish to limit the circumstances in which

temporary foreign labour can be engaged to ensure the job security of the Employees covered by this Policy.

The Employer will not engage temporary foreign labour unless:

- a) the position is first advertised in Australia; and
- b) the advertising was targeted in such a way that a significant proportion of suitably qualified and experienced Australian citizens and Australian permanent residents (within the meaning of the Migration Act 1958 (Cth)) would be likely to be informed about the position; and
- c) any skills or experience requirements set out in the advertising were appropriate to the position; and
- d) the employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job; and
- e) temporary foreign labour will be engaged in accordance with this Policy, and
- f) Written agreement has been reached with the Union.

The Employer will, within 7 days of receiving a written request from the Union provide evidence demonstrating its compliance with this clause. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

Where an employer engages temporary foreign labour in breach of this Policy, the position shall, as soon as practicable, be re-advertised and filled by the employer strictly in accordance with this clause.

48. QUALITY BUILDING MATERIALS

The Parties recognise the complex issue of non-conforming building products (NCBPs). NCBPs are building products about which false claims have been made as to their quality and purpose or do not meet required standards for their intended use. A building product is non-conforming if, in association with a building, the product:

- a) is not, or will not be, safe; or
- b) does not, or will not, comply with relevant regulatory provisions; or
- c) does not perform, or is not capable of performing, for the use to the standard represented.

The Parties recognise that domestically sourced and manufactured conforming building products are less likely to create the above conditions and accordingly wish to maximise the use of domestically sourced and manufactured building materials by the Employer.

The Employer will only use products in building work that comply with relevant Australian standards published by, or on behalf of, Standards Australia in accordance with the National Construction Code.

In order to maintain compliance, the Employer will maintain records in accordance with the Building and Construction Legislation (Non-Conforming Building Products – Chain of Responsibility and Other Matters) Amendment Act 2017

The Employer will, within 7 days of receiving a written request from the Union, provide a copy of the records which it is required to keep.

49. COMPLIANCE WITH THIS POLICY

Complaints, queries and concerns regarding entitlements paid in relation to the Award or this Policy shall be raised and resolved in accordance with the disputes procedure in this Policy. Authorised industrial personnel shall be provided access to time and wage records in accordance with all legal requirements. Relevant Union Officials shall be provided access to time and wages records in accordance with the FW Act.

The Employer will conduct an audit using the Audit Form provided for in this Policy to confirm compliance with:

- a) Awards and workplace arrangements which have been certified, registered or otherwise approved under the relevant industrial legislation.
- b) Legislative requirements such as:
 - (i) the Fair Work Act 2009; or
 - (ii) QLD/NT Workers Compensation; or
 - (iii) Superannuation; and
 - (iv) Long Service Leave.

This audit will be conducted when there is a request from the Union that there is a reasonable suspicion of non-compliance. The audit will be undertaken in accordance with ISO9001-2008 by an auditing company agreed between the Employer and the Union. A copy of the audit record will be provided to the Union, and any representative nominated by the Employee.

50. POSTING OF POLICY AND NOTICES

A true copy of this Policy shall be exhibited in a conspicuous and convenient place on the premises of the Employer and on every Employee's worksite so as to be easily read by Employees.

51. SEVERABILITY

It is the intention of those covered by this Policy that the Policy contains only permitted matters under the FW Act. The severance of any term of this Policy that is, in whole or in part, of no effect by virtue of the operation of section 253 of the FW Act shall not be taken to affect the binding force and effect of the remainder of the Policy. To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

PART 2 – CONSTRUCTION WORKERS

52. CONSTRUCTION RELEVANT DEFINITIONS

Continuous Service includes absence due to: Annual Leave; Personal Leave; Parental Leave; illness or accident up to a maximum of 4 weeks after the expiration of sick leave; jury service; injury received during the course of employment and up to a maximum of 52 weeks for which the Employee received workers' compensation; where called up for military service for up to 3 months; long service leave.

Continuous Shift Worker means, for the purpose of the additional week of annual leave provided by the NES means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least five consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

Construction Work means any work carried out in connection with the construction, alteration, conversion, fitting-out, commissioning, renovation, refurbishment, demolition, decommissioning or dismantling of a structure, including associated prefabrication work.

Crib Time means any meal break during overtime or Shift Work. It is to be taken without loss of pay.

Early Start Penalty is a penalty applied to shifts starting between 4am and 6am that will be paid for at 200% of the ordinary rate and accrue towards the totally ordinary hours for the day.

Employee Representative means a duly elected, or appointed, representative by Employees for the purpose of representing those Employees.

Injury shall have the same definition as the *Workers' Compensation and Rehabilitation Act 2003 (Qld)*.

Kept waiting for wages on pay day means all such time spent waiting, wherever the waiting is done.

Redundancy means a situation where an Employee ceases to be employed by the Employer, other than for reasons of general, serious wilful misconduct. **Redundant** has a corresponding meaning.

Total Cost of Work means the total value of the project declared to QLeave.

Special Class Dogman means a Dogman having no less than 12 months on the job experience in dogging tower cranes and, having obtained a 'Verification of Competency (VOC) for a particular tower crane.

Special Class Tradesperson means a tradesperson who is engaged on work which requires the use of complex, high quality trade skills and experience which are not generally exercised in normal construction work. For the purpose of this definition, complex and high-quality trade skills and experience will be deemed to be acquired by the tradesperson:

- a) Having had not less than 12 months' on-the-job experience of such skilled work, and
- b) Having, by satisfactory completion of a prescribed post trade course, or other approved course, or the achievement of knowledge and competency by other means including the

on-the-job experience, as will enable the tradesperson to perform such work unsupervised where necessary and practical, to the required standard of expertise/skill.

53. CONTRACT OF EMPLOYMENT

At the point of engagement of each Employee, the Employer must inform the person in writing whether the engagement is on a permanent casual or job share basis stating by whom the Employee is employed, the job performed, the classification level, office from which they are engaged and the relevant rate of pay. Employees may relocate and transfer their office of engagement provided that there has been consultation between the Parties and it is agreed in writing between the Employer and the Employee. Each new Employee shall upon commencement also be provided with a copy of this Policy, or alternatively, access to the Policy in electronic format at the discretion of the Employer.

The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill, competence and training consistent with the Employee's classification provided that such duties do not promote deskilling.

If an Employee is absent from work for a period for which they have or will claim workers' compensation, the Employee's contract of employment shall remain intact during the period of absence. The Employer shall continue to make contributions (and where applicable, reports of service) on behalf of the Employee to BUSS(Q), Australian Super, CBUS, BERT/CIRT, BEWT/JetCo, STQ, CIPQ/, Protect, Wageguard, WIP Income Insurance and Qleave or other funds nominated. The Employee shall also continue to accrue all appropriate leave entitlements for the first twelve months of the Employee's absence due to the workers compensation claim.

54. TECHNOLOGY

Employees must not be required to use personal electronic devices, without agreement between the parties to this Policy.

55. EFFECTIVE WORK ORGANISATION

Effective Work Organisation refers to methods of organising work so that Employee and Employer objectives can be achieved efficiently, sustainably and safely, producing results which are acceptable to all concerned.

Where the Employer is the principal contractor, or they are required under contract to provide the following key site attendant roles on a project, the Employer shall engage these employee's directly unless otherwise agreed:

- a) Union Delegates
- b) First aid attendants
- c) Amenities attendants
- d) Hoist drivers (including builders' lift drivers)
- e) Crane crews (except where supplied by a specialist company or subcontractor)
- f) Gate persons

- g) Primary traffic attendant roles (except were supplied by a subcontractor as an ancillary aspect of their scope of works or where there is a legal requirement).
- h) Reasonable numbers of labourer's and tradespeople, relative to the size and nature of the project.

The parties acknowledge that traditional trade-based training through apprenticeships, was one of the best paths for career development in the construction industry. The employer will engage a reasonable number of apprentices and trainees directly through consultation with the Union.

Tower Cranes

In order to maximise the continuity and security of employment for Employees and to ensure that the Employer's equipment is operated only by qualified, experienced and capable persons, the Employer agrees that in relation to the operation of tower cranes all tower cranes which are hired out by the Employer (or by an associated entity of the Employer), and which are capable of being operated by Employees of the Employer shall be supplied with a suitably qualified crane crew who are current Employees of the Employer for the duration of the hire period.

56. APPRENTICES/TRAINEES

Apprentices/Trainees shall be entitled to all of the applicable rates and conditions of employment prescribed by this Policy.

For clarification, in addition to relevant rates, Trainees are entitled to receive full Daily Travel, BERT/ CIRT/PROTECT, BEWT/JetCo, STQ, CIPQ/WAGEGUARD, Superannuation and any other entitlements in accordance with this Policy. Such entitlements shall not be paid at rates applicable to Apprentices.

Training arrangements for Apprentices/Trainees shall be as provided in this Policy.

Apprentices/Trainees shall be entitled to be paid the daily fares and travel allowance whilst attending training.

The Employer shall be responsible for meeting all costs associated with Apprenticeship/Traineeship training, including any student registration, tuition fee or other course costs.

During the first year of an Apprenticeship, tools to the minimum retail value of \$600.00 shall be supplied by the Employer within a period of three months after the expiry of the probationary period or within a period of six months from the date of commencement of the employment, whichever first occurs.

During the second and subsequent years (or part of a year) of apprenticeship tools to the retail value of \$600.00 shall be supplied by the Employer within a period of three months from the commencement date of each such year (or part of a year) of the indentured Apprenticeship.

Where an Apprentice has entered a Competency Based Training Agreement, the provision of tools will be on the following basis:

- a) During the term of Apprenticeship, an Employer shall, in respect of each level of the apprenticeship program, supply the Apprentice with tools of trade, to a minimum retail value of \$600.00.

- b) The supply of tools of trade for each level of the program shall be linked to the successful achievement of competencies or, where appropriate, the demonstration of approved levels of progression towards the achievement of competencies as prescribed by the relevant National Training Package or in the relevant Award.
- c) Supply of tools will occur no later than three (3) months after the expiry of the probationary period or within a period of six (6) months from the date of commencement of the employment, whichever first occurs, and no later than three (3) months into subsequent levels of the apprenticeship.
- d) Apprentices employed under part-time or school based arrangements shall be entitled to a supply of tools consistent with the requirements as outlined in this Policy.

Apprentice Ratio

The Employer recognises that in order to increase the efficiency and productivity of the Employer, a significant commitment to structured training and skill development is required. They also recognise the importance of the apprenticeship system to the construction industry. Therefore, the Parties agree:

- a) If the Employer employs five (5) or more tradespeople in any one classification, it undertakes to employ an apprentice(s) or make arrangements to host an apprentice from an agreed scheme.
- b) The Employer is committed to ensuring that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, to this end the Employer will endeavour to maintain at least one apprentice to every five (5) tradespeople.
- c) If the Employer does not currently have an apprentice as provided for in paragraph (a) above, the Employer will engage in consultation with the Union in relation to their obligations within this Policy but shall be afforded reasonable time to enable the Employer to comply with this Policy. Further, the Parties are committed to a strong ratio of apprentices in the industry.

57. ADULT APPRENTICES

Adult apprentices are apprentices who commence their apprenticeship at the age of 21 years or older. Adult apprentices engaged under any of the classifications set out in Section 64 of this agreement and will be paid a minimum rate equal to the rate of pay for a second-year apprentice, for the first two years of the apprenticeship, then on parity with other apprentices for the third and fourth years.

58. WAGES

Employees that are construction workers must be paid wages in accordance with section 64 of this document from the first full pay period after the dates specified. Those rates include the following increases:

Date	Percent
1 July 2023	5%

1 July 2024	5%
1 July 2025	5%
1 July 2026	5%
1 July 2027	5%

The wage rates detailed in the relevant section of this document are structured as follows:

- a) The wage rates detailed in section 64 of this document for classifications CW1 to CW4 inclusive include the weekly hand tool allowance (where relevant)
- b) The ordinary time hourly rate for all purposes shall be calculated by dividing the appropriate weekly rate by 36.
- c) The wage rates for classifications CW 5 and above detailed in section 64 of this document do not contain the weekly hand tool allowance. Where this allowance is applicable, it must be paid in addition to the rates contained in section 64 of this document.

Wages for apprentices shall be calculated by applying a fixed percentage to the rates of specific trades as provided by the applicable award or order. Provided that the trade rate shall not include the hand tool or power tool allowances for the purpose of this calculation.

59. CLASSIFICATIONS

The Classification levels for Employees engaged under this Policy shall be read in accordance with the Award unless specifically amended by the terms of this Policy. Classification levels, relativities, pay rates and other details are contained in the relevant section of this document.

Marker/Setter Out

An Employee not already engaged as CW4 (marker/setter) shall be paid an all-purpose allowance of 5% of his/her applicable hourly rate when performing this work.

Higher Duties

Where any Employee on any day performs two or more classes of work to which different rates of pay are applicable, the Employee shall be paid at the higher hourly rate for the day if the Employee is required to work at that class of work for two (2) hours or more, and if for less than two (2) hours during any one (1) day the Employee will be paid the higher rate for the time so worked.

60. ALLOWANCES

In addition to the wage rates prescribed in this Policy, Employees shall be paid additional allowances as provided for by the Award. The rates for the various allowances shall be as provided within relevant Parts of this document and in Appendix 2..

The rates for all allowances shall be payable from the commencement of the first pay period after the dates specified.

Fares and Travel Allowance

All Employees shall be entitled to receive the fares and travel allowance as follows:

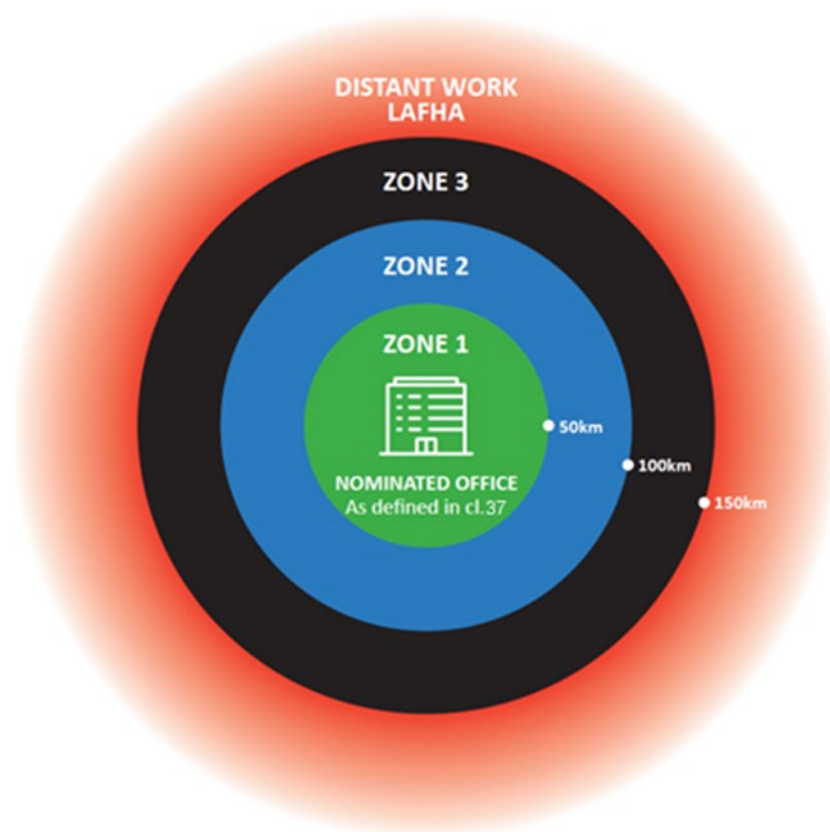
- a) Employees engaged on projects valued over \$50 million.

Distance	1/1/2023	1/7/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Zone 1	\$50	\$55 per day	\$60 per day	\$62 per day	\$64 per day	\$66 per day
Zone 2	N/A	\$75 per day	\$80 per day	\$82 per day	\$84 per day	\$86 per day
Zone 3	N/A	\$95 per day	\$100 per day	\$102 per day	\$104 per day	\$106 per day

- a) Zone 2 and 3 only apply to employees who live further than 50Kms from their place of work.
- b) There shall exist zone borders at both 50kms, 100kms and 150kms from the business address where the employee is engaged. The business address where the employee is engaged will be the address listed in definitions under 'Employer' or by written agreement with the Union.
- c) At the commencement of the project the radial distance from the business address to the project will be calculated.
- d) Employees will be paid the corresponding travel allowance based on the zone the project is located in relative to the business address where they are engaged.
- e) In the event that the Employer supplies a vehicle for travelling to and from work to the employee the amount of travel paid for zone 2 and 3 will be the difference between the relevant zone travelled too and the amount due from zone one. This shall be considered payment for distant travel.
- f) For clarity the fares and travel allowance under the applicable awards will not apply. The allowances for being sent to multiple jobs in a day as listed in this Policy will continue to apply.
- g) Apprentices shall receive the following percentage of the amount detailed above:

Stage	Percentage	Stage	Percentage
1st	75%	3rd	90%
2nd	85%	4th	95%

TRAVEL ALLOWANCE EXPLANATORY DIAGRAM



Site Allowance

A Site Allowance as detailed below will be paid as a flat amount for each hour worked and will remain unaltered for the duration of each project. At the commencement of any new project by the Employer the Employer will inform the relevant Employees of the value of the project. Where there is a dispute with the value of the project, the Qleave declaration of the "total cost of work" will apply.

Value of Project	Site Allowance	Value of Project	Site Allowance
\$50m-\$80m	\$1.70	\$500m-\$600m	\$6.00
\$80m-\$100m	\$2.50	\$600m-\$700m	\$7.00
\$100m-\$200m	\$3.50	\$700m-\$800m	\$8.00
\$200m-\$300m	\$4.50	\$800m-\$900m	\$9.00
\$300m-\$400m	\$5.00	\$900m-\$1b	\$10.00

\$400m-\$500m	\$5.50	\$1b +	\$11.00
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- a) Site Allowance is not subject to any premium or penalty and shall compensate for
- b) all disabilities other than:
- (i) Heavy Blocks
 - (ii) Explosive
 - (iii) Powered Tools
 - (iv) Scaffolder's Licence Allowance
 - (v) Unbacked Insulation
 - (vi) Swing Stage
 - (vii) Height/Multi Storey.

NB: the Living Away from Home Allowance, travel allowance, transfers during working hours and all allowances referred to under common allowances or relevant sector allowances of this Policy are not disability allowances for the purposes of this clause.

Height Allowance

Height allowance will be payable on all multi-story projects from commencement as per the following:

- a) Where the Total Cost of Work is \$50m or greater, height allowance shall be paid in accordance with the following.

ALLOWANCE TITLE	From Commencement	From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026	From 1/07/2027
Multi-storey (Height): commencement to 15th floor	\$1.38	\$1.45	\$1.52	\$1.60	\$1.68	\$1.76
Multi-storey (Height): 16th to 30th	\$1.64	\$1.72	\$1.81	\$1.90	\$1.99	\$2.09
Multi-storey (Height): 31st to 45th	\$2.55	\$2.68	\$2.81	\$2.95	\$3.10	\$3.25
Multi-storey (Height): 46th to 60th	\$3.30	\$3.47	\$3.64	\$3.82	\$4.01	\$4.21
Multi-storey (Height): 61st and onwards	\$4.03	\$4.23	\$4.44	\$4.67	\$4.90	\$5.14

- b) Where the Total Cost of Work is less than \$50m, the value of height allowance shall be paid in accordance with the Building and Construction General Onsite Award 2020.

The applicable Height and Site Allowances will be paid to Employees on a project in respect of works performed by the Employer on that project:

- a) Up to the Employer's contractual practical completion for the last separable portion of that project, and to any additional work that is continuous and carried out by the Employees of the Employer on that project post practical completion, that falls under the Employer's original contract (for example defects work).

Leading Hand

A leading hand is an Employee who is given by the Employer, or the Employer's agent, the responsibility of directing and/or supervising the work of one or more other persons. A person specifically appointed to be a leading hand, will be paid for all purposes, the leading hand allowance appropriate for the number of persons in the Employee's charge. Additionally, a leading hand will be paid at the hourly rate of the highest classification supervised or the Employee's own hourly rate, whichever is the highest.

Living Away from Home Allowance

Where an Employee is engaged on distant work, the provision of reasonable board and lodgings will be supplied by the Employer, at no cost to the Employee.

- a) Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.
- b) Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.
- c) If the employer does not supply meals then an allowance will be paid per meal in accordance with this Policy .
- d) Where employees are required to work on a project more than 150km from the business address where the employee is engaged, this shall be referred to as distant work. Distant work shall only be undertaken with agreement from the union. Such agreement will take into consideration daily travelling time and its effect on fatigue and may include an agreement to enact the distant works provision of this Policy where workers are required to travel less than 150km.
- e) Rosters for Distant work shall be agreed in writing between the Employer and the Union before the distant work commences.
- f) Employees rostered for distant work must be notified in writing by the Employer. To ensure fatigue is managed safely, no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work. Notwithstanding any other requirements in this Policy, no employee will be required to be away from home for more than 3 weeks without returning home at the employer's expense.
- g) An Employee may refuse to work in circumstances where the working would result in the Employee working hours which are unreasonable having regard to matters including:
 - (i) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

- (ii) the Employee's personal circumstances including any family responsibilities.
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Employer, and by the Employee of his or her intention to refuse it; and
 - (v) any other relevant matter.
- h) All time spent by Employees travelling to and from distant work will be paid as if worked during the time the travel is taken.

Power Tools

Where an Employee is specifically required to supply their own power tools (maximum of three commercial quality power tools plus a lead) by the Employer, the Employer will be responsible for all consumables and tagging and will replace all stolen tools if in an Employer lock up. Where the Employer requires the Employee to lend a power tool to another Employee, the Employer is deemed to have taken ownership of the tool and will replace the tool with a new tool of the same brand and model or an agreed alternative. The Employer will pay the rate per hour: as detailed in this Policy.

Engagement of more than one mobile crane

Where more than one mobile crane is engaged on any single lift the following additional payments shall be made per lift:

Number of Cranes	1/7/2022	1/7/2023	1/7/2024	1/7/2025	1/7/2026
2	\$4.42	\$4.64	\$4.87	\$5.12	\$5.37
3	\$8.50	\$8.92	\$9.37	\$9.84	\$10.33
4	\$13.07	\$13.72	\$14.41	\$15.13	\$15.89
5+	\$17.27	\$18.13	\$19.04	\$19.99	\$20.99

61. SUPERANNUATION

It is agreed that the default fund under this Policy shall be BussQ.

All Employees shall be entitled to receive Employer superannuation contributions and shall also co-contribute a minimum amount from their wages.

On projects where the Total Cost of Work is \$50m or greater, the Employer will contribute on behalf of each Employee the following minimum weekly amount:

Date	1/7/2022	1/7/2023	1/7/2024	1/7/2025	1/7/2026
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Super	\$255/week	\$285/week	\$297/week	\$310/week	\$323/week
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On projects where the Total Cost of Work is \$50m or greater, every Employee shall co-contribute by way of salary sacrifice the following minimum weekly amount:

Date	1/7/2022	1/7/2023	1/7/2024	1/7/2025	1/7/2026
Co-Cont.	\$64/week	\$72/week	\$75/week	\$78/week	\$81/week

The contributions shall be in addition to all other entitlements prescribed by this Policy.

Contributions for apprentices shall be calculated at 12% of ordinary time earnings.

Apprentices shall co-contribute by the way of salary sacrifice 3% of ordinary time earnings.

On projects where the Total Cost of Work is less than \$50m, superannuation shall be calculated at the rate outlined in the Superannuation Guarantee (Administration) Act 1992 (SGAA), be paid on all hours worked, up to a maximum of 36 hours per week and contributed to the Superannuation fund on a monthly basis.

Where an employee has worked on multiple sites during the week, the higher contribution for superannuation outlined above will apply, provided the employee has worked any of the week on a project where the Total Cost of Work is \$50m or greater.

The Employer will, on behalf of the Employee, forward the above amounts directly to each Employee's superannuation account at least once each calendar month.

Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave (including leave paid for by Qleave), public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.

Should it be established that the Employer has failed to make payments as required; the Employer shall be liable to make the appropriate contributions immediately upon being notified of the non-compliance. Further, the Employer shall pay an additional 10% per annum (calculated on a pro-rata basis) to offset the interest that the contributions would have attracted in the relevant fund had they been paid on the due dates. The requirement for the Employer to make retrospective payments shall not limit any common law action which may be available in relation to death, disablement, or any similar cover existing within the terms of a relevant fund.

62. SALARY SACRIFICE ARRANGEMENTS

Employees covered by this Policy will have access to salary sacrifice arrangements in addition to the compulsory arrangement detailed above. The requirements of any such arrangements shall ensure that:

- a) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual Employee.
- b) An Employee wishing to enter into a salary sacrifice arrangement will be required to notify his/her Employer in writing of the intention to do so and have sought expert advice in relation to entering into such an arrangement.
- c) The Employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the Employees under the Policy.
- d) The co-contribution of superannuation payments referred to herein shall be made by way of salary sacrifice arrangements.

63. INCOME PROTECTION AND PORTABLE UNUSED SICK LEAVE

The Employer will contribute the following amounts (including GST) per week to CIPQ in respect of each of its Employees for, or on account of, the premium insuring income protection for each of those Employees:

Date	1/3/2022	1/3/2023	1/3/2024	1/3/2025	1/3/2026	1/3/2027
CIPS	\$41.30	\$47.00	\$51.00	\$54.00	*	*

To be advised in accordance with 35.2

The income protection policy provided by the Employer will provide \$1600 as a weekly benefit in the event of a claim.

If CIPQ decides that a higher weekly rate per Employee must be paid or provided, the Employer must pay that higher rate as and from the date CIPQ determines. Payment at the rate specified from the date determined by CIPQ will satisfy the Employer's obligations.

If the Employer does not contribute to CIPQ the amount required in respect of each and every Employee, the Employer will pay an additional \$1,500 per week on top of what benefit the policy provides and also reimburse the Employee for costs (i.e. medical expenses, claims management and rehabilitation expenses) incurred by the Employee, for a period of three years in the event that an Employee is unable to make a claim because of the non-payment by the Employer.

All accrued and unused sick leave will be notified to CIPQ upon termination for each employee, for the purposes of portable sick leave.

64. REDUNDANCY

The Employer will utilise BERT to meet all of the liabilities for Redundancy payments and further to ensure that an amount equal to the credit balance of the Employee's account in the Employee's Redundancy fund is paid to the Employee when the Employee is entitled to that payment pursuant to the terms of the Employee's Redundancy fund.

For projects where the Total Cost of Work is \$50m or greater, the Employer will contribute on behalf of each Employee the following minimum weekly amount listed below for redundancy:

	1 July 2023	1 January 2024	1 January 2025	1 January 2026	1 January 2027
	\$120.00	\$126.00	\$138.00	\$151.00	\$165

New rates are effective from the first pay period of the month listed

At the same time contributions are made to the Employee's Redundancy fund, the Employer must pay to the Trustee of the Building Employees Welfare Trust (BEWT) or other similar fund nominated by the Union an amount equal to the following:

	1 July 2023	1 January 2024	1 January 2025	1 January 2026	1 January 2027
	\$17.50	\$20.00	\$23.00	\$25.00	\$28.00

New rates are effective from the first pay period of the month listed

For projects where the Total Cost of Work is less than \$50m, the Employer will contribute on behalf of each Employee the following minimum weekly amount for redundancy:

1 January 2022	1 July 2023	1 January 2024	1 January 2025	1 January 2026	1 January 2027
\$54.00	\$82.00	\$87.00	\$91.00	\$96.50	\$100.00

New rates are effective from the first pay period of the month listed

At the same time contributions are made to the Employee's Redundancy fund, the Employer must pay to the Trustee of the Building Employees Welfare Trust (BEWT) or other similar fund nominated by the Union an amount equal to the following:

1 January 2022	1 July 2023	1 January 2024	1 January 2025	1 January 2026	1 January 2027
\$6.00	\$9.00	\$9.50	\$10.00	\$10.50	\$11.00

New rates are effective from the first pay period of the month listed

Where an employee has worked on multiple sites during the week, the higher contributions for BERT and BEWT outlined above will apply, provided the employee has worked any of the week on a project where the Total Cost of Work is \$50m or greater.

Apprentice contributions shall be calculated using the following percentage of the trade rate:

Stage	Percentage
1st	50%
2nd	60%
3rd	75%
4th	90%

Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave (including leave paid for by QLeave), public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.

Where the Employee's balance in the Employee's Redundancy fund reaches \$20,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund or redirected to BUSS(Q). It is the Employee's option only. Where an employee exercises (or has exercised) this option, his or her Redundancy entitlement will be deemed met for all current and future entitlements arising from the current employment engagement.

Contributions to the Employee's Redundancy fund must be made, at a minimum, monthly, by no later than the 15th of the following month. Details of the Employer's contribution for each month including when contribution was made and for how much, are to be shown on the Employee's wage statement by the end of the second week of each subsequent month. Late payments shall attract a penalty of 10% of the total amount due, unless there is a reasonable explanation that is acceptable to the parties of this Policy.

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PART 3 - PLUMBING, MECHANICAL PLUMBING, SPRINKLER FITTING AND PIPE TRADE WORKERS

65. DEFINITIONS

“Continuous Service” means a period of continuous employment regardless of an Employee’s absence from work for any of the following reasons:

- a) illness or accident, up to a maximum of four weeks after the expiration of paid personal leave;
- b) any leave entitlement taken (e.g. annual leave, jury service, public holiday, personal leave, long service leave, etc.);
- c) injury received during the course of employment and up to a maximum of 26 weeks for which the Employee received workers compensation; and
- d) any other absence from work except where the Employer notifies the Employee in writing that the Employee’s service has been broken.

“First Class Sprinkler Fitter” means a fitter who holds a Restricted Water Plumbers – fire protection (commercial and industrial) license with the Queensland Building and Construction Commission (QBCC), or any subsequent licensing authority, and who can undertake all work in connection with preparing, erecting, fitting, fixing, commissioning, altering, overhauling, repairing or testing of apparatus, pipes and/ or fittings including the fixing and connecting of tanks, valves, water supplies, pumps, gauges, or alarms for systems for the detection, extinguishment and/ or control of fires and/ or all pipes and/or fittings for conveyance of water, air and/ or gas and/or chemical compounds and/or pipes and fittings for hydrant and hose reel services.

“Hourly Rate” means the rate specified in Appendix 1 – Rates of Pay of this document for each classification and is deemed to include the following allowances which customarily were paid under the Award: Base Rate, District Allowance, Registration Allowance, Plumbing Trade Allowance, Industry Allowance, Tool Allowance, Lost Time Loading and Special Allowance.

“Leading Hand” means an Employee who is given by the Employer, or their agent, the responsibility of directing and/ or supervising the work of another person or other persons.

“Licensed Drainer” will mean a person licensed as a drainer by the appropriate State Authority, or a person holding a certificate covering draining work which is recognised under the provisions of the Australian and New Zealand Reciprocity Association Agreement who within three months makes application for and receives registration from the appropriate State Authority.

“Operator of Explosive-Powered Tools” means an Employee qualified in accordance with the laws and regulations of the State concerned to operate explosive-powered tools.

“Ordinary Time” means the ordinary rate of pay as calculated in accordance with Appendix 1 - - Rates of Pay.

“OTE” (alternatively, **Ordinary Time Earnings**) will have the same meaning and explanation as provided by the Australian Taxation Office (**ATO**) as amended from time to time.

“Service Work” means the repair, overhaul and/ or alteration of operative fire protection systems involving the daily reinstatement of such systems to normal operating level.

“Trade Assistant” means a person who performs work of an unskilled nature as defined by of Part 3, Division 1 – Classifications.

“Total Cost” of Work means the total value of the project declared to QLeave.

“Union” for the purposes of Part 3 of this document means the Queensland Plumbers Union whether its federally registered entity, the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**), and/or the CEPU Plumbing Division, Queensland Divisional Branch, and/or or its State-Registered entity, the Plumbers and Gasfitters Employees’ Union Queensland, Union of Employees.

66. COOPERATIVE ENGAGEMENT AND COMMITMENTS OF THE PARTIES

The intentions and commitments of the parties to this Document are to foster a healthy and productive relationship between the Employer, the Union and the Employees of the Employer for the benefit of all parties. The parties are committed to jointly working towards this intention and will therefore commit to:

- a) Provide for an efficient, progressive and prosperous plumbing contracting industry for the benefit of the Employer and its Employees
- b) The parties agree to act in good faith in fulfilling their respective functions and obligations under this Document.
- c) Take an honest and genuine approach to the resolution of any Disputes arising between them;
- d) Give genuine consideration to, and respond to, the positions and proposals of other parties in relation to any Disputes;
- e) Disclose information (other than confidential or commercially sensitive information) which is relevant to any Dispute in a timely manner; and
- f) Develop behaviour driven by consistent, high levels of cooperation, consultation and a free flow of information between all parties focusing on customer needs, high performance, skills development and job satisfaction for Employees of the Employer;
- g) Maintain the welfare of the Employees of the Employer by establishing best practice occupational health and safety with the emphasis on accident and injury prevention and to seek to improve the standard of living, job satisfaction and continuity of employment for Employees;
- h) Facilitate and assist in continual skills development through training to accommodate new work methods, regulations and technology.
- i) The Employer is committed to being an industry leader and employer of choice, and to working with the Union to achieve appropriate rates of pay and conditions of employment throughout the industry: and
- j) The Employer recognises that regulatory reform in the Plumbing and Fire Protection industry has the potential to improve safety and sustainability within the industry. The

employer will endeavour to have constructive discussions with the Union and lawmakers in respect of any such proposed regulatory reforms.

67. ENGAGEMENT

At the time of engagement of each Employee, the Employer must inform the person in writing the terms of their engagement (permanent, part-time or casual), the name of their Employer, the job to be performed, the classification level, and the relevant rate of pay.

Employees will be engaged in one of the following categories:

- a) daily hire;
- b) weekly hire (all apprentices);
- c) casual; or
- d) part-time weekly hire.

Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill/ competence and training consistent with the Employee's classification, provided that such duties are not designed to promote deskilling.

PART TIME EMPLOYMENT

A part-time Employee is an Employee other than an apprentice who is employed for not less than 10 hours per week and not more than 36 ordinary hours per week or fewer than 8 ordinary hours per day and has reasonably predictable hours of work.

For each ordinary hour worked, a part-time Employee must be paid no less than the minimum hourly rate of pay for the relevant classification and pro rata entitlements for those hours. The Employer must inform a part-time Employee of their ordinary hours of work and of their starting and finishing times.

Before commencing a period of part-time employment, the Employee and the Employer will agree in writing:

- a) that the Employee may work part-time;
- b) upon the hours to be worked by the Employee, the days upon which they will be worked and commencing times for the work;
- c) upon the classification applying to the work to be performed; and
- d) upon the period of part-time employment.

Before commencing a period of part-time employment, the Employee and the Employer will agree in writing:

The terms of an agreement may be varied, in writing, by consent of the parties.

A copy of the agreement and any variation to it will be provided to the Employee by the Employer.

An Employee who does not meet the definition of a part-time Employee and who is not a full-time Employee in accordance with this Policy will be paid as a casual Employee in accordance with the provisions contained in Part 1 – Casual Employment.

All time worked outside the spread of ordinary working hours as provided in by the provisions contained in Part 1 – Ordinary Hours, and all time worked in excess of the hours as mutually agreed will be overtime and paid for at the rates prescribed in Part 1 - Overtime.

A copy of the agreement and any variation to it will be provided to the Employee by the Employer.

CASUAL EMPLOYMENT

An Employee who does not meet the definition of a part-time Employee and who is not a full-time Employee in accordance with this Policy will be paid as a casual Employee in accordance with the provisions governing Casual Employment.

A casual Employee shall be entitled to all the applicable rates and conditions of employment prescribed by this Policy.

68. TERMINATION

PERIODS OF NOTICE

- a) Either the Employer or the Employee may terminate the Employee's employment by providing the applicable following notice:
 - (i) Plumbing classifications (daily hire Employees) – 1 day;
 - (ii) Sprinkler Fitter classifications – as per the NES;
 - (iii) Apprentices – as per the NES; or
 - (iv) Casual Employees – 1 hour.
- b) Payment may be made in lieu of notice (equivalent to the required notice).
- c) The period of notice in this clause does not apply in the case of dismissal for conduct that justifies instant dismissal.
- d) In addition to the above notice periods, a tradesperson will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport their tools.

PAYMENT OF ENTITLEMENTS AT TERMINATION

- a) Within 2 days of termination of the Employee's employment, the Employer will pay to the Employee the following entitlements:
 - (i) Outstanding wages
 - (ii) Where the Employer initiates the termination and the Employer seeks to pay the Employee in lieu of the Employee working out the notice period, and the dismissal is not a summary dismissal, allowances the Employee would have received if they were to work the notice period;
 - (iii) Accrued annual leave, including 17.5% loading;
 - (iv) Accrued RDOs including fares and travel for each 7.2 hours;
- b) Where the Employer terminates an Employee, except for reasons of misconduct or incompetence (proof of which will lie upon the Employer), the Employer will pay the Employee a day's ordinary wages for each holiday or each holiday in a group which falls within 10 consecutive calendar days after the day of termination. Where any 2 or more of

the holidays prescribed in this Policy occur within a 7-day span, such holiday will be a group of holidays. If the first day of the group of holidays falls within 10 consecutive calendar days after termination, the whole group will be deemed to fall within the 10 consecutive calendar days. Christmas Day, Boxing Day and New Year's Day will be regarded as a group; and

- c) Outstanding CIPQ, superannuation, BERT, BEWT and STQ entitlements in accordance with this Policy.
- d) Should payments required by subclauses (a) not be made in full within 2 days of the Employee's termination, the Employee will be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday).
 - (a) Any payments required by subclause (c) must be paid as soon as is possible after termination of the Employee's employment, in accordance with the payment and contribution processes of the fund. If this does not occur in full, the Employee will be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday).
 - (b) Within 7 days of the termination, the Employer will notify CIPQ of the Employee's sick leave balance and provide the Employee with a separation certificate.

69. STANDING DOWN OF EMPLOYEES

The Employer will deduct payment for any day (or part of a day), commencing from the time that the Employer provides notice to the Employees and, where nominated by the Employees, their representative(s), that an Employee cannot be usefully employed because of industrial action or any stoppage of work by any cause for which the Employer cannot reasonably be held responsible. This clause is not to supersede or is intended to override the *Procedure for Dealing with Safety Issues or Incidents* of this Policy.

70. WAGES, INDUSTRY FUNDS, ALLOWANCES AND RELATED MATTERS

WAGES

- (a) Employees must be paid wages in accordance with Part 3, Division 2 from the first full pay period after the dates specified. Those rates include the following increases:
 - (v) 5% from 1 July 2023;
 - (vi) 5% from 1 July 2024;
 - (vii) 5% from 1 July 2025;
 - (viii) 5% from 1 July 2026; and
 - (ix) 5% from 1 July 2027.
- (b) Employees are entitled to be paid the ordinary time hourly rate of pay shown in Appendix 1 – Rates of Pay.

71. WAGE, PAYMENT & TIME, AND WAGES RECORDS

Details of each payment made to each Employee must be included in a statement provided to the Employee at the time payment is made and will contain the information prescribed at Part 1:

All wages, allowances and other monies will be paid by Electronic Funds Transfer (**EFT**) and made available to the Employee not later than the cessation of ordinary hours of work on Thursday of each working week. Payslips are to be provided by the same time.

If the employer fails to make payment to any employee as prescribed on the designated payday where an error has occurred of \$150 or greater, the employee (s) affected will be paid an additional 50% of the total value of the underpayment, unless the employer satisfactorily shows pursuant to the Grievance and Dispute Resolution Procedure, that the failure is due to some act on the part of the employee, or to circumstances not under the employers control and which could not reasonably have been foreseen and which not under the employers took reasonable steps to avoid or overcome.

- (a) Examples of when penalty is NOT payable
 - (i) *Failure is due to some act on the part of the employee:*
 - (ii) *An employee failed to claim overtime after working it.*
- (b) Example, circumstances not under the employer's control:
 - (i) *The employer is able to demonstrate payment remittance was on time however the bank failed to pay the employee.*

In the circumstance that the Union makes the Employer aware of the underpayment, which may consist of many or a single component (for example just one allowance or two allowances and unpaid wages) the parts of the claim which the employer doesn't rectify the underpayment within either an agreed timeframe, or in the absents of an agreed timeframe, 7 days from being made aware or notified;

The employer will pay the employee/s \$100 for each and every day or part day during which default continues from the end date of the agreed timeframe or in the absents of an agreed timeframe, after the 28 days. until the matter is resolved. For clarity this payment is in addition to the 50% penalty prescribed above. For the purposes of this Policy "day" shall include Monday, Tuesday, Wednesday, Thursday Friday, Saturday and Sunday.

For clarity this clause does not apply if the underpayment is discovered after the employee(s) employment is ceased. In such circumstances the penalty set out in "Payment Of Entitlements At Termination" of this Policy is applicable.

72. APPRENTICES

Unless otherwise specified, apprentices are entitled to all applicable rates and conditions of employment prescribed by this Policy.

Training arrangements for apprentices shall be in accordance with QIRC Order (No. B585 of 2003) *Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government entities) 2003* and QIRC Order (No. B1849 of 1997) *Supply of tools to apprentices*.

Apprentices shall be paid all wages and allowances as specified by this Policy whilst attending training, including daily fares and travel. All time spent attending training in the course of the apprenticeship shall count as time served for all purposes.

The Employer shall be responsible for meeting all costs associated with apprenticeship/ traineeship training, including any student registration, tuition fee or other course costs.

APPRENTICE WAGES

The hourly wage rates of apprentices are set out at Appendix 1 – Rates of Pay of this Policy.

ADULT APPRENTICES

The hourly wage rates of adult apprentices (21 years) are set out at Appendix 1 – Rates of Pay of this Policy.

TRADE QUALIFIED APPRENTICES

The hourly wage rates of apprentices who are trade qualified as a plumber, mechanical plumber or fire sprinkler fitter, are set out at Appendix 1 – Rates of Pay of this Policy.

NUMBER OF APPRENTICES

- (a) To ensure apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, the Employer shall maintain a ration of at least 1 apprentice to 5 tradespeople for the first 20 tradespeople employed by the company. For every 10 additional tradespeople employed thereafter, the ratio will be 1 apprentice to 10 tradespeople. (i.e the employer employs 30 trades people there will be 5 apprentices employed).
- (b) The Employer and the Union shall discuss and implement agreed strategies to maximise apprentice intake for the Employer.
- (c) Provided that the application of this clause is not used to displace existing Employees, there should be no more apprentices engaged than tradespeople on any site, project or job (i.e., 1:1 ratio).

PLUMBER COMPETENCIES

Plumbing apprentices who commence(d) their employment on or after 1 July 2016 will have successfully gained the following nominated training outcomes in conjunction with the 4 year term of their apprenticeship:

- (a) General Induction for Construction;
- (b) Plumbers and Drainers Licence;
- (c) Senior First Aid;
- (d) Backflow Accreditation;
- (e) TMV Accreditation;

- (f) Scissor Lift and over 11 metre EWP Accreditation;
- (g) Manual Handling Awareness; and
- (h) Confined Space.

73. SUPERANNUATION

Employer superannuation contribution payments will be made in compliance with the *Treasury Laws Amendment (Your Superannuation, Your Choice) Act 2020*. In the absence of an Employee having an existing superannuation fund or nominating a superannuation fund, the Employer will make contributions to the following default fund until such time as an Employee superannuation standard choice form is returned: BUSS(Q). Contributions will be made into a superannuation fund that offers a My Super product.

On behalf of each Employee, the Employer will contribute the following minimum weekly amount into the Employee's superannuation account:

		1 July 2023	1 July 2024	1 July 2025	1 July 2026
SUPER (Employer)		\$285.00	\$297.00	\$310.00	\$323.00
SUPER (Employee)		\$72.00	\$75.00	\$78.00	\$81.00
Total Employer Payment		\$357.00	\$372.00	\$388.00	\$404.00

* The weekly amount contained in the table above will not apply in the for projects under 50 million. Instead, superannuation contributions will be made in accordance with the superannuation guarantee.

The Employer must make weekly Employer superannuation contributions for apprentices in-line with the superannuation guarantee.

- (a) from 1 July 2023 is 11% of their OTE,
- (b) from 1 July 2024 is 11.50% of their OTE, and
- (c) from 1 July 2025 is 12% of their OTE

Apprentices have the option to co-contribute 3% of their OTE by way of salary sacrifice.

The Employer will, on behalf of the Employee, forward the above amounts directly to each Employee's superannuation account each calendar month.

Contributions will continue to be paid on behalf of the Employee during any absence of paid leave such as annual leave, long service leave (including where this is paid for by QLeave), public holidays, sick leave (including periods of CIPQ and including periods of Workers' Compensation for the first 12 months). Contributions will not be paid when an Employee is on leave without pay.

All payments will be made based on full week payments. However, where an Employee commences work partly through a pay week, the Employee shall not be entitled for any contribution for that part week. Superannuation payments will commence from the first day of the first full pay week of

employment. A superannuation pay week shall be the same pay week as applies to the payment of wages/ remuneration. Payment on termination shall be based on a payment for a full week for any commenced week.

Should it be established that the Employer has failed to make the payments in accordance with this Policy, the Employer shall be liable to make the appropriate contributions immediately and shall also pay an additional amount equal to the fund crediting rate(s) during the period of non-compliance, but no less than 10% per annum.

SALARY SACRIFICE

In addition to the requirements of this Policy, an Employee may choose to salary sacrifice some or all wages into superannuation. The amount may be adjusted by the Employee on the first pay day on or after 1 September each year if desired.

MINIMUM CONTRIBUTIONS

Where, due to company structure, no Employees are engaged under relevant sections of this Policy, the Employer will make a contribution to the STQ Fund equivalent to the superannuation payments for 2 Employees.

74. REDUNDANCY

The Employer will utilise BERT to meet all liabilities for redundancy payments and further to ensure that an amount equal to the credit balance of the Employee's account in the BERT Fund is paid to the Employee when the Employee is entitled to that payment as described in the Trust Deed creating the BERT Fund.

Contributions will continue to be paid on behalf of the Employee during any absence of paid leave such as annual leave, long service leave (including where this is paid for by QLeave), public holidays, sick leave (including periods of CIPQ and including periods of Workers' Compensation for the first 12 months). Contributions will not be paid when an Employee is on leave without pay.

Where the Employee's balance in the BERT Fund reaches \$20,000 or an amount that equals 8 weeks wages, the Employee has the option to continue to have contributions paid into BERT or redirected to the Employee's superannuation. It is the Employee's option only.

Contributions to BERT must be made at least on a monthly basis. Details of the Employer's contribution for each month, including when the contribution was made and for how much, are to be shown on the Employee's wage statement by the end of the second week of each subsequent month.

In accordance with the Trust Deed, Employees commencing or ceasing employment are entitled to contributions for the full week of employment whether they work the full week or not.

The Employer must contribute to the BERT Fund at least the following weekly amount on behalf of each Employee in accordance with the following:

- (a) \$120.00 per Employee effective 1 July 2023;
- (b) \$126.00 per Employee effective 1 July 2024;

- (c) \$138.00 per Employee effective 1 July 2025;
- (d) \$151.00 per Employee effective 1 July 2026; and
- (e) \$165.00 per Employee effective 1 July 2027

At the same time as contributions are made to the BERT Fund, the Employer must contribute at least the following weekly amount to the Trustee of the BEWT Fund on behalf of each Employee: in accordance with the following:

- a) \$17.50 per Employee effective 1 July 2023;
- b) \$20.00 per Employee effective 1 July 2024;
- c) \$23.00 per Employee effective 1 July 2025;
- d) \$25.00 per Employee effective 1 July 2026; and
- e) \$28.00 per Employee effective 1 July 2027;

APPRENTICES

The Employer must make the following weekly contributions on behalf of each apprentice:

Apprentices		
	BERT	BEWT
1st Year	\$50	\$5.96
2nd Year	\$55	\$8.20
3rd Year	\$60	\$11.18
4th Year	\$65	\$13.41

MINIMUM CONTRIBUTIONS

Where, due to company structure, no Employees are engaged under relevant sections of this Policy, the employer shall make a contribution to the STQ Fund equivalent to the BERT contributions for 2 Employees.

75. INCOME PROTECTION AND UNUSED SICK LEAVE

The Employer will contribute the following amounts per week to CIPQ in respect of each of its Employees for, or on account of, the premium insuring income protection for each of those Employees and CIPQ's costs:

- (a) from 1 March 2023 - \$47.00
- (b) from 1 March 2024 - \$51.00
- (c) from 1 March 2025 - \$54.00

(d) from 1 March 2026 - (to be informed by insurer)

(e) from 1 March 2027 - (to be informed by insurer)

If CIPQ decides that a higher weekly rate per Employee must be paid or provided, the Employer must pay that higher rate as and from the date CIPQ determines.

If the Employer does not contribute to CIPQ an amount required by this Policy in respect of each and every Employee, the Employer will pay to any Employee who would be entitled to a benefit from CIPQ had payment been made:

- (a) the amount/ value of such CIPQ benefit (e.g. medical expenses, claims management costs, rehabilitation expenses and payment of unused sick leave upon termination of employment); and
- (b) an additional \$1,600 per week for a period of three years.

Contributions will continue to be paid on behalf of the Employee during any absence of paid leave such as annual leave, long service leave (including where this is paid for by QLeave), public holidays, sick leave (including periods of CIPQ and including periods of Workers' Compensation for the first 12 months). Contributions will not be paid when an Employee is on leave without pay.

MINIMUM CONTRIBUTIONS

Where, due to company structure, no Employees are engaged under Part 3 of this Policy, the employer shall make a contribution to the STQ Fund equivalent to the CIPQ payments for 2 Employees.

76. THE SERVICES TRADES QUEENSLAND (STQ)

STQ is a partnership between the Plumbers Union Qld and the Services Trades sectors of:

- (a) plumbing;
- (b) air conditioning and mechanical services; and
- (c) fire protection.

As represented by their respective employer associations:

- (a) the Master Plumbers Association Queensland;
- (b) the National Fire Industry Association Queensland; and
- (c) Air Conditioning and Mechanical Contractors Association Queensland.

STQ's purpose is to advance the services trades sector through enabling innovative, needs-based, leading edge solutions to training, industry leadership development, workplace health and safety, and Employee engagement particularly by enabling future orientated skills and competencies development.

STQ's core business objectives are:

- (a) increasing Services Trades sector competency and professionalism;

- (b) improving worker career opportunities and satisfaction; and
- (c) building the sector's workforce of the future.

The Employer agrees to support STQ by contributing the following weekly amounts for each Employee:

- (a) From 1 July 2023: \$36.00
- (b) From 1 July 2024: \$37.00
- (c) From 1 July 2025: \$38.00
- (d) From 1 July 2026: \$39.00
- (e) From 1 July 2027: \$40.00

Contributions will continue to be paid on behalf of an Employee during any absence of paid leave (including periods on WorkCover (for the first 12 months), CIPQ and QLeave).

Contributions shall be calculated on a weekly basis and paid monthly into the STQ Fund. Contributions for new Employees shall commence from the first day of the first full pay week of employment whether working the full week or not. Contributions for Employees on termination shall be based on a payment for any commenced week.

The minimum Employer contribution to STQ will be no less than for two Employees.

Upon signing this Policy, the Employer is liable to contribute an amount as specified in the trust deed on such dates as required.

77. BUILDING LEVY

- (a) This levy is paid per week and collected by the Plumbing and Pipe Trade Industry Development Fund Pty Ltd (PPTIDF) monthly as set out in this clause.
- (b) The Building Levy is to ensure facilities are acquired, built and fitted to properly carry out training (including apprenticeship and post trade) for licensing and registration of Plumbing and Pipe Trade workers and to ensure the long-term future, registration and licensing of the Trade.
- (c) From 31 October 2024 the Employer agrees to support PPTIDF by contributing \$15.00 per week for each Employee engaged under Part 3 of this Policy.
- (d) Contributions will continue to be paid on behalf of an Employee during any absence of paid leave (including periods on WorkCover (for the first 12 months), CIPQ and QLeave).
- (e) Contributions shall be calculated on a weekly basis and paid monthly into the PPTIDF Fund. Contributions for new Employees shall commence from the first day of the first full pay week of employment whether working the full week or not. Contributions for Employees on termination shall be based on a payment for any commenced week.

78. ALLOWANCES

The amounts payable for allowances are listed in the relevant sections of this Policy. .

ACID PLANTS AND CHEMICAL WORKS

An Employee engaged in plumbing work carried out on production plant in chemical works or acid plants which have been commissioned will be paid an additional amount per hour.

ALUMINIUM FOIL INSULATION

where required to work on the fixing of aluminium foil insulation roofs or walls prior to the sheeting an Employee shall be paid an additional amount per hour or part thereof. Anti-glare type foil is exempted from this payment.

ASBESTOS ERADICATION

Employees engaged in work involving the removal or any other method of neutralisation of any material which consists of or contains asbestos will be paid, in addition to the rates prescribed in this Policy, an amount per hour worked in lieu of special rates prescribed with the exception of the allowance for cold work.

ASBESTOS MATERIALS

Employees required to wear protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) as part of the necessary safeguards required by the appropriate occupational health authority for the use of materials containing asbestos or to work in close proximity to Employees using such materials will be paid an amount per hour extra whilst wearing such equipment.

BITUMEN WORK

An Employee handling hot bitumen or asphalt, or dipping materials in creosote, will be paid additional amount per hour extra.

COLD WORK

- (a) An Employee who works in a place where the temperature is lowered by artificial means to less than 0° Celsius will be paid an additional amount per hour.
- (b) Where such work continues for more than 2 hours, the Employee will be entitled to 20 minutes rest after every 2 hours work without loss of pay, not including the special rate provided by this subclause.

COMPENSATION FOR TOOLS AND CLOTHING

- (a) An Employee whose clothes, spectacles, hearing aid(s), or tools have been accidentally spoilt by acid, sulphur or other substances will be paid such amount to cover the loss thereby suffered by the Employee will be reimbursed by the Employer to the maximum amount as described in this Part and/or Appendix 2.

- (b) An Employee will be reimbursed by the Employer to the maximum amount in Part 3, Division 3 for loss of tools or clothing 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 if the tools are lost or stolen while being transported by the Employee at the Employer's direction, or if the tools are accidentally lost over water, or if tools are lost or stolen during an Employee's absence after leaving the job because of injury or illness.
- (c) An Employee transporting their own tools will take all reasonable care to protect those tools and prevent theft or loss.
- (d) Compensation will not be applied where an Employee has not followed the Employer's clear, reasonable and lawful instructions. The Employer and Employees agree to strict adherence regarding the use and provision of storage facilities.
- (e) Where an Employee is absent from work because of illness or accident and has advised the Employer in accordance with Personal Leave/ Carer's Leave provisions in this Policy, the Employer will ensure that the Employee's tools are securely stored during their absence. If these tools are lost or stolen, the amount payable in this Part and/or Appendix 2 3 for compensation for tools applies.
- (f) Reimbursements will be at the current replacement value of new tools of the same or comparable quality.
- (g) The Employee will report any theft to the police prior to making a claim on the Employer for replacement of stolen tools.

COMPUTING QUANTITIES

- (a) Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed by other Employees will be paid an additional amount per day or part thereof.
- (b) This allowance does not apply to Employees classified as a leading hand and receiving the leading hand allowance.

CONFINED SPACE

An Employee required to work in a confined space will be paid an allowance per hour, or part thereof, when an entry permit is required.

CUTTING TILES

An Employee engaged on cutting tiles by electric saw will be paid an additional amount per hour extra whilst so engaged.

EMPLOYEES ACCEPTING RESPONSIBILITY TO STATUTORY AUTHORITIES

- (a) An Employee who is required to act on their gasfitters licence(s) issued by an appropriate state authority will be paid an additional amount per week to compensate for making practical and effective use of their licence(s).

- (b) Acting on one's licence means, for example:
 - (i) completing work (such as installing, testing, maintaining and repairing) in relation to piping, fittings, fixtures, equipment and appliances;
 - (ii) signing documents such as company notices, test plans, local authority forms and/or forms by another governing body / authority / government; and
 - (iii) assuming responsibility to relevant authorities.
- (c) Payment of this allowance is on a weekly basis and commences when the Employee is required to act on their licence and ceases once the task/ activity has been completed and the required documentation has been submitted. Payment of this allowance is not made during weeks when an Employee is not required to act on their licence.
- (d) The Employer will commence paying this allowance as soon as the Employee begins performing work which they are authorised by their licence(s) to perform.

EMPLOYEE ACTING ON WELDING CERTIFICATE

- (a) An Employee who is requested by the Employer to weld pipes (whether that being by Oxygen/ Acetylene, Arc, MIG, TIG or plastic welding) will be paid an additional amount per hour for each type of welding, whether or not they have in any hour actually performed welding.
- (b) No employee shall be entitled to be paid for more than 2 types of welding.
- (c) This allowance shall not apply for all plumbing work with respect to the joining together of plastic, PVC and/ or polythene materials (e.g. HDPE and MDPE).

EXPLOSIVE POWER TOOLS

An operator of explosive powered tools, as defined in this Policy, who is required to use an explosive powered tool, will be paid an additional amount for every day on which they use such a tool.

FARES AND TRAVEL ALLOWANCE

Employees required to provide their own transport and travel in their own time to or from the worksite within the defined radius of the relevant zone from the Employer's normal base establishment or workshop; or

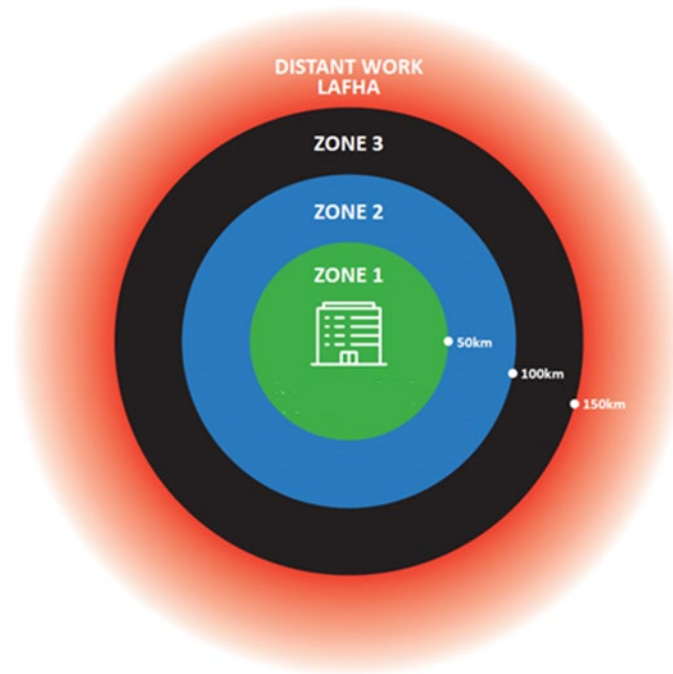
- (a) the GPO of Brisbane, for all Employers whose base establishment or workshop is within the defined radius from that GPO; or
- (b) the local Post Office closest to the Employer's establishment or workshop beyond the defined radius of the GPO listed in subclause (a) of this clause; or
- (c) in the case of Employee sent to distant work (as defined), the place at which that Employee is domiciled with the approval of their Employer, for that distant work;

shall receive the following allowances:

- (a) Employees engaged on projects valued over \$100 million.

Distance	1/7/2023	1/7/2023	1/7/2024	1/7/2025	1/7/2026	1/7/2027
Zone 1 Fares	\$12.50 per day	\$13.75 per day	\$15 per day	\$15.50 per day	\$16 per day	\$16.50 per day
Zone 1 Travel	\$37.50 per day	\$41.25 per day	\$45 per day	\$46.50 per day	\$48 per day	\$49.50 per day
Zone 1 Total	\$50	\$55 per day	\$60 per day	\$62 per day	\$64 per day	\$66 per day
Zone 2 Fares	PER THE "TRAVEL BEYOND THE DEFINED RADIUS" IN THIS POLICY	\$18.75 per day	\$20 per day	\$20.50 per day	\$21 per day	\$21.50 per day
Zone 2 Travel		\$56.25 per day	\$60 per day	\$61.50 per day	\$63 per day	\$64.50 per day
Zone 2 Total		\$75 per day	\$80 per day	\$82 per day	\$84 per day	\$86 per day
Zone 3 Fares		\$23.75 per day	\$25 per day	\$25.5 per day	\$26 per day	\$26.50 per day
Zone 3 Travel		\$44.25 per day	\$75 per day	\$76.5 per day	\$78 per day	\$79.50 per day
Zone 3 Total		\$95 per day	\$100 per day	\$102 per day	\$104 per day	\$106 per day

TRAVEL ALLOWANCE EXPLANATORY DIAGRAM



The Employer, having selected the centre, will not change that centre without one month's prior notice to each Employee.

Apprentices will receive fares and travel in at the following rates:

- (a) 1st Year (75% of relevant Zone)
- (b) 2nd Year (85% of relevant Zone)
- (c) 3rd Year (90% of relevant Zone)
- (d) 4th Year (95% of relevant Zone)

Employees will receive payment for fares and travel on RDOs as if they had worked the day.

COMMENCING AND FINISHING AT WORKSHOP

Where an Employee is normally required to report for and finish work at the workshop and is transported to and from any job by their Employer, no allowance will be paid.

EMPLOYEE PROVIDED WITH VEHICLE

- (a) Where an Employee is provided with a vehicle to get to and from the Employer's normal base, the Employee will not be entitled to fares and travel allowance.

- (b) Where an Employee is provided with a vehicle for their use in travelling to and from their home to the job site within the defined radius, the Employee will receive travel allowance but not fares allowance.

TRANSPORT DURING WORKING HOURS

- (a) Where an Employee is required to travel to any other job site during the course of their daily engagement they will be paid all fares necessarily incurred, except when transport is provided by the Employer to and from such a site, and all time in travel will be regarded as time worked.
- (b) Where an Employee uses their own car to make the transfer, the Employee will be paid an allowance in accordance with Part 3, Division 3.

TRAVEL BEYOND THE DEFINED RADIUS

- (a) When working on jobs beyond the defined radius of Zone 1 before 31/6/23 and then beyond Zone 3 on or after 1/7/23, the Employee will receive, in addition to fares and travel, an allowance for travelling time calculated at the ordinary rate of pay for the time required to travel to the job site and back from the defined radius of Zone 1 before 31/6/23 and then beyond Zone 3 on or after 1/7/23. There will be a minimum payment of quarter of an hour for such a journey.
- (b) In addition, where an Employee provides their own transport, they will be paid an amount per kilometre as prescribed in Part 3, Division 3 for the distance travelled beyond the defined radius.

FARES AND TRAVEL ON OVERTIME/ LEAVE ETC.

Fares and travel will not be taken into account when calculating overtime, penalty rates or annual and personal leave.

FIRST AID

An Employee who is qualified in first aid and is appointed by their Employer to carry out first aid duties in addition to their usual duties will be paid an additional rate per day.

FUMES

An Employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present will be paid an allowance per day.

HEALTH AND SAFETY REPRESENTATIVE (HSR) ALLOWANCE

An Employee who has been elected as an HSR, has received the accredited training, and attends the Site Safety Committee, is entitled to an additional rate per day in accordance with the provisions contained in Part 1 of this Policy.

HOSPITALS

- (a) An Employee when engaged in repairs, demolition and/ or maintenance in any block or portion of a hospital used for the care or treatment of patients suffering from infectious or contagious diseases will be paid an additional amount per day or part thereof.
- (b) An Employee working inside a morgue in which one or more dead bodies are not in refrigeration will be paid an additional amount per day or part thereof.

HOT WORK

An Employee who works in a place where the temperature has been raised by artificial means to between 46° and 54° Celsius, or exceeding 54° Celsius, shall receive an additional amount per hour extra, or part thereof. Where such work continues for more than two hours, the Employee will be entitled to 20 minutes rest after every 2 hours work without loss of pay, not including the special rate provided by this clause.

INSULATION

An Employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, limpet fibre, vermiculite or other recognised insulating materials of a like nature, associated with similar disabilities in its use, shall be paid an additional amount per hour or part thereof. This extra rate will also apply to an Employee working in the immediate vicinity who is affected by the use of such materials. Foam (hard and soft), mineral wool, styrene and lead impregnated acoustic insulation are not part of the allowance.

LADDER WORK

An Employee engaged on work requiring a ladder exceeding 8 metres above the nearest horizontal plane will be paid an additional amount per hour.

LASER SAFETY OFFICER ALLOWANCE

- (a) This allowance applies when laser safety equipment is utilised for work within the scope of Part 3 of this Policy.
- (b) “Laser” means any device, except a Class 1 device, which can be made to produce or amplify electromagnetic radiation in the wavelength range from 100 nanometres to 1 millimetre primarily by the process of controlled stimulation emission.
- (c) The “Laser safety officer” is an Employee who, in addition to the Employee's ordinary work, is qualified to perform duties associated with laser safety, and is appointed as such.
- (d) Where an Employee has been appointed by the Employer to carry out the duties of a Laser safety officer, the Employee will be paid an allowance per day or part thereof whilst carrying out such duties. It will be paid as a flat amount without attracting any premium or penalty.

LEAD BURNING

An Employee engaged in lead-burning or lead work in connection herewith will be paid an additional amount per hour.

LEADING HAND

A leading hand is an Employee who is given by the Employer, or the Employer's agent, the responsibility of directing and/ or supervising the work of one or more other persons and is paid an allowance in accordance with this Policy.

MEAL ALLOWANCE

See the following clauses in this Policy:

- (a) *Meal Breaks*
- (b) *Overtime Meal Allowances/ Breaks*
- (c) *Variation Of Meal Breaks*
- (d) *Working During Meal Break*

MULTISTOREY ALLOWANCE

A multistorey allowance will be paid per hour to all Employees on site engaged in construction or renovation of a building which, when complete, consists of 5 or more storey levels, to compensate for the disabilities experienced in, and which are peculiar to, construction or renovation of a multistorey building.

- (a) For the purposes of the multistorey allowance:
 - (i) **“renovation work”** is work performed on existing multistorey buildings which involves structural alterations which extend to more than two storey levels in a building, where at least part of the work to be performed is above the fourth-floor storey level. Payments for renovation work will be in accordance with the scale of payments appropriate for the highest floor level affected by such work.
 - (ii) **“complete”** means the building is fully functional and all work which was part of the principal contract is complete.
 - (iii) A **“storey level”** means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building, and will include basement levels and mezzanine or similar levels (but excluding ‘half floors’ such as toilet blocks or store rooms located between floors). Any buildings or structures which do not have regular storey levels, but which are not classed as towers (e.g. grandstands, aircraft hangars, large stores, etc.) and which exceed fifteen metres in height, may be covered by this allowance. A plant room situated on the top of a building will constitute a further storey level if the plant room occupies 25% of the total roof area, or an area of 100m², whichever is the lesser.
 - (iv) **“floor level”** means that stage of construction which in the completed building would constitute the walking surface of the particular floor level referred to in the table of payments.

- (b) An allowance in accordance with Appendix 2 will be paid. The second and subsequent allowance levels/ scales will commence when one of the following components of the building rises above the floor level first designated in each such allowance scale: structural steel; reinforcing steel; and boxing or walls.
- (c) The allowance payable at the highest point of the building will continue until completion of the building.

MT ISA AREA

Employees employed at Mt Isa, Queensland, except those employed at Mt Isa Mines, will be paid an additional amount.

SCAFFOLDER'S LICENSE OR CERTIFICATE

An Employee who holds a current Scaffolder's License or Certificate and is appointed responsible by the Employer for the erection of scaffolding on site, will be paid an additional amount per week extra.

SERVICE CORES

- (a) All Employees employed on a service core at more than 15 metres above the highest point of the main structure will be paid the multistorey rate appropriate for the main structure plus the Towers allowance, calculated from the highest point reached by the main structure to the highest point reached by the service core in any one pay period. For this purpose, the highest point of the main structure is regarded as though it were the ground in calculating the appropriate Towers allowance.
- (b) Employees employed on a service core no higher than 15 metres above the main structure will be paid in accordance with the multi-storey allowance prescribed, provided that any section of a service core exceeding 15 metres above the highest point of the main structure will be disregarded for the purpose of calculating the multi-storey allowance applicable to the main structure.

SERVICE WORK

An Employee will be paid an amount per day whilst engaged in service work (as defined) to compensate for the particular disabilities involved in such work.

SITE ALLOWANCE

A Site Allowance as detailed below will be paid as a flat amount for each hour worked and will remain unaltered for the duration of each project. At the commencement of a project by the Employer, the Employer will inform the relevant Employees of the value of the project that was notified to QLeave.

Project Value	Site Allowance (Per Hour)
\$100M - \$200M	\$3.50
\$200M - \$300M	\$4.50

\$300M - \$400M	\$5.00
\$400M - \$500M	\$5.50
\$500M - \$600M	\$6.00
\$600M - \$700M	\$7.00
\$700M - \$800M	\$8.00
\$800M - \$900M	\$9.00
\$900M - \$1B	\$10.00
\$1B +	\$11.00

TOOLS ALLOWANCE

The hourly rates for tradespersons specified in Part 3, Division 2 include allowances for the requirement of Employees to purchase and maintain tools in an efficient working order in accordance with the list provided in Part 3, Division 4.

TOWERS

An Employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo, where the construction exceeds 15 metres in height, will be paid an additional amount per hour for all work above 15 metres - with the same amount per hour again added for work above each further 15 metres.

TOXIC SUBSTANCES

- (a) Employees using toxic substances, or materials of a like nature, will be paid an allowance per hour. Employees working in close proximity to Employees so engaged will be paid an additional amount per hour extra.
- (b) For the purpose of this allowance, toxic substances will include epoxy-based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst systems will be deemed to be materials of a like nature.
- (c) Where an Employee is using materials of the types mentioned in this allowance and such work continues to their meal break, they will be entitled to take a washing time of 10 minutes immediately prior to their meal breaks. Where this work continues to the ceasing time of the day, or is finished at any time prior to the ceasing time of the day, Employees are entitled to take a washing time of 10 minutes.
- (d) Washing time break(s) will be counted as time worked.

WELDING QUALIFICATION

An Employee who is requested by their Employer to hold the relevant qualifications required by the various State Government bodies or other relevant Authorities for pressure oxy-acetylene or electric welding, either manual or machine welding, and is required by their Employer to act on such qualifications, shall be paid an additional amount per hour for oxy-acetylene welding and for electric welding for every hour of their employment whether or not they have in any hour performed work relevant to those qualifications held.

X-RAY ALLOWANCE

Employees working in tuberculosis treatment and/ or care facilities will, where they require it, be reimbursed in full for the cost of x-rays either on cessation of work at the tuberculosis home or hospital, or each 6 months whichever occurs first.

PUBLIC AND PRODUCT LIABILITY INSURANCE

The Employer will maintain Public and Product Liability insurance that adequately covers all Employees for all aspects of their work, including work carried out for the Employer under the individual's licence. Where the Employer does not maintain adequate insurance, and a claim is made against an Employee, the Employer will indemnify the individual concerned.

TRAINING AND RELATED MATTERS

- (a) This clause applies to training other than apprenticeship training or an equivalent contract for training and is intended to supplement the provisions contained in this Policy.
- (b) All parties covered by relevant sections of this Policy acknowledge the changing pace of technology in the industry and the need for the Employer and Employees to understand those changes and have the necessary skill requirements to keep the Employer at the forefront of the industry.
- (c) Where it is agreed by the employer that additional training should be taken by an Employee, that training may be undertaken either on or off the job. Where courses are available during normal working hours, the Employee has first option of attending training at these times without loss of pay. If practicable, training will be provided on site to minimise down time and costs to the Employer.
- (d) Where the Employer requires the Employee to attend training and the training can only be provided out of hours, the Employee will be paid at ordinary rates for all time required to complete the training. The Employer must consider the Employee's individual circumstances before making training outside hours mandatory.
- (e) All reasonable cost associated with training, including meals, accommodation and course fees, will be paid by the Employer.

DISTANT WORK

Distant work is work that is at such a distance from the Employee's usual place of residence that they are unable to reasonably travel to and from their residence each day. For the purpose of this Policy, and before accepting distant work, the Employee shall declare their usual place of residence.

DAILY FARES AND TRAVEL

Employees engaged in distant work shall receive the fares and travel allowance in accordance with *Fares And Travel Allowance* clauses of this policy.

MEALS AND ACCOMMODATION

- (a) The Employer shall provide the Employee with:
 - (i) lodging in a well-kept establishment, in either a single room or a twin room if a single room is not available, with adequate furnishing with good bedding, good floor coverings, good lighting and heating, hot and cold running water; and
 - (ii) with breakfast, lunch, smoko and dinner provided.
- (b) Where the accommodation is in a construction camp or temporary accommodation and without mess facilities, a camping allowance as described in Part 3, Division 3 shall be paid.
- (c) If the Employer is unable to provide the above, then the Employee will be paid a daily or weekly expense allowance in accordance with Part 3, Division 3. The allowance in Part 3, Division 3 will be increased if the Employee satisfies the Employer that the Employee reasonably incurred a greater outlay than that prescribed.

REST AND RECREATION BREAKS

- (a) Where road travel time is over 6 hours from the Employee's place of residence:
 - (i) The Employer and Employee will agree on a schedule of work which will include a return to the Employee's usual place of residence at least every 4 weeks. This Agreement must be made as part of the Employer's initial offer of Distant Work to the Employee.
 - (ii) The Employer must arrange and pay for transporting the Employee by economy class air transport to and from the airport nearest to the Employee's usual place of residence.
 - (iii) The duration of the Employee's rest and recreation break will be negotiated between the Employer and the Employee as part of the Employer's initial offer of Distant Work to the Employee or as varied by mutual agreement.
 - (iv) The final day of the work roster will be allocated as the Employee's travel day and the Employee will be paid for that day as if at work. The Employee will return to the Distant Work location in their own time to enable them to commence the first day of their roster at the normal start time.

- (b) Where road travel is time less than 6 hours from the Employee's place of residence, the Employee shall be paid the weekend return home allowance as prescribed in Part 3, Division 3 where the following conditions are met: the Employee –
 - (i) works as required during the ordinary hours of work (or shift, where applicable) on the working day before and working day after a weekend; and
 - (ii) notifies the Employer, no later than the Tuesday prior to that weekend they intend to return home, of their intention to return home at the weekend; and
 - (iii) returns home for the weekend.
- (c) Employees shall be paid the weekend return home allowance, as prescribed in Part 3, Division 3, where the following conditions are met: the Employee –
 - (i) completes the full shift of work on the Friday before the weekend return home;
 - (ii) commences the full shift of work on the Monday following the weekend return home;
 - (iii) advises the Employer of their intention to return home for the weekend at least the Tuesday prior to the weekend; and
 - (iv) returns to their usual place of residence on the weekend.
- (d) In respect of subclauses (b) and (c), the Employer is responsible for meeting all reasonable costs associated with return transport.

TRAVEL ON COMMENCEMENT AND CESSATION

- (a) Where road travel time is over 6 hours from the Employee's place of residence:
 - (i) The Employer must transport Employees by economy air transport from the Employee's usual place of residence to the project at the commencement of employment and return at the conclusion of the project.
 - (ii) Employees will be paid up to 8 hours per day for each day of travel to commence or cease at the distant work location.
 - (iii) The Employer shall pay a meal allowance in accordance with Part 3, Division 3 and pay any excess baggage costs incurred in transporting Employee tools.
 - (iv) Where an Employee has been terminated the notice period will extend to the end of the ordinary working day before transport is available.
- (b) Where road travel time is less than 6 hours from the Employee's place of residence:
 - (i) Employees will be paid up to 6 hours per day for each day of travel to commence or cease at the distant work location.
 - (ii) The Employer shall pay a meal allowance in accordance with Part 3, Division 3 and all reasonable costs associated with transport.

RECOVERY OF FORWARD JOURNEY FARE

Where the Employee terminates their employment within two weeks of commencing at the distant location for the purpose of taking up alternative employment in the same location, the Employer may deduct the cost of the forward journey fare from the Employee's final pay.

RETURN JOURNEY COSTS UPON TERMINATION

If the Employee is dismissed for misconduct or the Employee discontinues their employment within 2 months of commencing their job at the distant location, for the purpose of taking up alternative employment in the same location, the Employer is not required to meet the return journey payments.

79. HOURS OF WORK, OVERTIME, RDOS AND RELATED MATTERS

ORDINARY HOURS

Ordinary hours will be worked in accordance with the provisions contained in Part 1 of this Policy.

MAXIMUM WEEKLY HOURS WORKED

The maximum number of hours worked on site will be in accordance with the provisions contained in Part 1 of this Policy.

ROSTERED DAYS OFF (RDO)

Employees will be entitled to Rostered Days Off in accordance with the provisions contained in Part 1 of this Policy.

OVERTIME

Overtime will be worked and paid in accordance with the provisions contained in Part 1 of this Policy.

BREAKS BETWEEN WORKING DAYS

- (a) An Employee is entitled to a break of least 10 consecutive hours off duty between completion of overtime, weekend work or work on public holidays, and recommencement of their next ordinary working day. For example, an Employee who finishes overtime at midnight will not be required to recommence work until 10:00 am the following day but shall be paid from their normal start time as if they were at work.
- (b) Where the Employer requires the Employee to recommence work before they have had 10 consecutive hours off duty, the Employee will be paid at double time rates until they cease work. The Employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) The parties agree the 10 hour break is important for the purposes of fatigue management. Accordingly, for the purposes of calculating when the 10 hour break

commences, the completion of overtime shall include the travel time the employee takes to return to their normal place of residence or accommodation.

CALL-BACK

- (a) An Employee recalled to work overtime after leaving the Employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of three hours work at the appropriate rates for each time they are so recalled.
- (b) Except in the case of unforeseen circumstances arising, the Employee will not be required to work the full three hours if the job or jobs they were recalled to perform is completed within a shorter period.

SERVICE WORK

- (a) A fire sprinkler fitter Employee required to perform service work outside normal working hours for breakdown, accident, or other emergency work, must be paid at the rate of double time. Specific work tasks that are programmed/ scheduled in advance to be performed outside of an Employee's ordinary working hours and which are not for breakdown, accident, or other emergency work, are not necessarily call-outs.
- (b) The calculation of the period of duty will include only the time reasonably occupied in travel or work between the time of the Employee's departure from their normal place of residence and the time of their return thereto, provided that:
- (c) each call-out is treated as standalone; and
- (d) for each call-out, the Employee must be paid for at least a period of three hours at the rate of double time, irrespective of whether the Employee performed three hours of work on that call-out or not.
- (e) This Policy is subject to the proviso that no existing Employee will suffer a reduction of their existing rate of payment for service work performed outside normal working hours for breakdown, accident or other emergency work.

ON CALL

- (a) Where a fire sprinkler fitter Employee is required to be on call outside the ordinary hours of work, they must be readily contactable by telephone at all relevant times during such stand-by, and will be entitled to:
- (b) Employees on a permanent stand-by on call roster: an additional minimum payment per week of 7 days, as prescribed in this Part and/or Appendix 2 provided that no existing Employee will suffer a reduction of their existing On Call allowance rate.
- (c) Employees, other than those on a permanent stand-by on call roster:
 - (i) for each Monday to Friday on call – an additional 0.7% of (36 hours x the Employee's ordinary rate of pay prescribed in Appendix 1) per night; and

- (ii) for each Saturday, Sunday, or public holiday on call – an additional 5% of (36 hours x the Employee's ordinary rate of pay prescribed in Appendix 1) per day.

Example: An Employee who earns \$53.30 per hour (in accordance with Appendix 1) would be entitled to a payment of \$13.43 under subclause C (i), and \$95.94 under subclause C (ii).

- (d) An Employee's telephone rental must be paid for by the Employer.

CALL-BACK AND REST PERIOD

Overtime worked in the circumstances specified in this clause will not be regarded as overtime for the purposes of the Overtime provisions prescribed in this Policy where the actual time worked is less than four hours on such recall or on each such recalls.

USE OF EMPLOYEE'S VEHICLE

When an Employee's vehicle is used for call out(s) at the request of the Employer, payment of an allowance will be made in accordance with this Policy.

SHIFT WORK

Shift Work will be worked and paid in accordance with the provisions contained in this Policy.

MEAL BREAKS

There must be allowed, without deduction of pay, a minimum rest break of 20 minutes between 9am and 11 am in lieu of a afternoon rest pause.

- (a) No Employee will work more than 4 hours without a break.
- (b) There will be an unpaid meal break of not less than 30 minutes to be taken between noon and 1:00 pm.

OVERTIME MEAL ALLOWANCES/ BREAKS

- (a) An Employee required to work overtime for at least 1.5 hours after working ordinary hours will be paid a meal allowance in accordance with Part 3, Division 3 plus an additional meal allowance for each subsequent 4 hours worked. The Employer may provide a meal(s) instead of paying an allowance.
- (b) When an Employee is rostered to work 2 or more hours overtime the Employee is entitled to a paid rest break of 20 minutes immediately after ordinary hours ceasing time. Where this break is not taken, the 20 minutes will be added to the total overtime worked and paid accordingly.
- (c) In addition, the Employee is entitled to paid rest break of 30 minutes after each 4-hour block of continuous overtime.

VARIATION OF MEAL BREAKS

- (a) Where a majority of on-site Employees on a project request (because of the area or location of a project), and agreement is reached, the period of the meal break may be lengthened to not more than 45 minutes with a consequential adjustment to the daily time of cessation of work.
- (b) The Employees and Employer may agree to one 30-minute paid break in lieu of all other rest breaks and meal breaks, provided that no Employee will work more than 4 hours without a break.

WORKING DURING MEAL BREAK

If the Employer requires an Employee to work through their normal meal break, the Employee will be paid at the rate of double-time until they are allowed to take that break. Where the meal break is shortened by agreement, the Employer will pay for the period by which the meal break is shortened, which will then form part of ordinary time hours. This provision will not apply where the Employees and Employer have agreed to one 30 minute paid break in lieu of all other rest and meal breaks.

80. LEAVE ENTITLEMENTS

PUBLIC HOLIDAYS

- (a) Employees are entitled to public holidays in accordance with the provisions contained in Part 1 of this Policy.
- (b) Where the Employer and a majority of Employees agree, another day maybe taken in lieu of a public holiday.
- (c) An Employee who works on any of the public holidays or substitute days prescribed in this clause, will be paid at the rate of double time and a half for all time worked, with a minimum four hours work or paid for four hours at the appropriate rate.

ANNUAL LEAVE

For each year of service, an Employee is entitled to 4 weeks of paid annual leave in accordance with the NES and Annual leave continues to accrue when an Employee is on any paid absence including WorkCover, CIPQ and QLeave.

ANNUAL CLOSE DOWN AND CHRISTMAS BREAKS

The Employer may direct a compulsory Christmas/ New Year close-down. In such circumstances, Employees will use their accrued annual leave or take annual leave in advance in accordance with the following clauses:

- (a) *Annual Leave,*
- (b) *Payment For Annual Leave*
- (c) *Taking Of Annual Leave*
- (d) *Annual Leave In Advance*

ANNUAL LEAVE IN ADVANCE

The Employer may allow an Employee to take any amount of annual leave before it becomes due. In such circumstances, an Employee cannot take further leave in advance of their accrued balance until after the date the Employee becomes entitled to the leave that was taken in advance.

PAYMENT FOR ANNUAL LEAVE

- (a) An Employee, before going on annual leave, will be paid in advance their current weekly wage, which is based on their hourly wage rate (including the leading hand allowance, where the Employee ordinarily receives this) in addition to a leave loading of 17.5%.
- (b) Employees will also be paid an amount equivalent to 17.5% of the fares and travel entitlement that would have accrued to the Employee for the period of annual leave, had the Employee remained at work for that period.

PAYOUT OF ANNUAL LEAVE

- (a) Annual leave may be paid out at the request of the Employee only. Only leave accrued in excess of 6 weeks may be paid out. In accordance with section 93 of the Act, for annual leave to be paid out each instance will require a separate agreement in writing between the Employer and Employee. The Employee will be paid at least the full amount that would have been payable to them had they taken the leave. Any leave paid out will be paid out in accordance with “*Payment For Annual Leave*” clause in this Policy.
- (b) Employees shall be paid an amount equal to the weekly payment to superannuation, BERT, BEWT and CIPQ for each week of annual leave paid out.

TAKING OF ANNUAL LEAVE

- (a) The Employer and the Employee will seek to reach agreement on the taking of annual leave at a mutually convenient time. If not taken within 12 months of the day accrued, either the Employer or Employee may give at least 4 weeks’ notice of the dates when all, or part of, the accrued leave will be taken. A request to take paid annual leave must not be unreasonably refused by the Employer or Employee.
- (b) Where an RDO falls during the period of annual leave taken, that day will be deducted from accrued RDO entitlements rather than from annual leave entitlements. All other entitlements which would be payable for an RDO are payable in these circumstances.
- (c) For each day taken of annual leave, 0.8 of an hour will be added to the Employee’s RDO balance. For example, if an Employee is to take 1 week (5 days) of annual leave they will be paid in accordance with the above and their RDO balance will be increased by 4 hours.
- (d) Where a public holiday falls during the period of annual leave taken, that day will not be deducted from annual leave entitlements.

PERSONAL LEAVE/ CARER'S LEAVE

- (a) Permanent Employees are entitled to personal/ careers leave in accordance with the provisions contained in Part 1 of this Policy.
- (b) In addition to the provisions contained in in Part 1 of this Policy the following provisions will apply to employees in Part 3 of this Policy.
 - (i) An Employee who is reengaged by the Employer within a period of 6 months will have their unclaimed personal leave balance reinstated from the day of re-engagement. If the unused sick leave was notified to CIPQ and added to the Employee's sick leave bank, it shall be removed once it has been re-credited to the Employee.
 - (ii) For each day taken of personal leave the Employee will be paid 7.2 hours and 0.8 of an hour will be added to the Employee's RDO balance.

COMPASSIONATE LEAVE

Employees are entitled to compassionate leave in accordance with the provisions contained in Part 1 of this Policy.

PARENTAL LEAVE

Employees are entitled to parental leave in accordance with the provisions contained in Part 1 of this Policy.

LONG SERVICE LEAVE

Employees are entitled to long service leave in accordance with the provisions contained in Part 1 of this Policy.

UNPAID LEAVE

Employees may request unpaid leave in accordance with the provisions contained in Part 1 of this Policy.

JURY SERVICE LEAVE

An Employee required to attend for jury service will be entitled to have their pay made up by the Employer to equal the Employee's ordinary pay as for 8 hours (in accordance the Rostered Days Off clause in this Policy) per day plus fares whilst meeting this requirement. The Employee will give the Employer proof of such attendance and the amount received in respect of such jury service.

COMMUNITY SERVICE LEAVE

Employees are entitled to Community Service Leave in accordance with the provisions contained in Part 1 of this Policy.

DOMESTIC & FAMILY VIOLENCE LEAVE

Employees are entitled to Family and Domestic Violence Leave in accordance with the provisions contained in Part 1 of this Policy.

81. OCCUPATIONAL HEALTH AND SAFETY MATTERS

PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS

Safety issues or incidents will be dealt with in accordance with the provisions contained in Part 1 of this Policy.

PROTECTIVE CLOTHING, FOOTWEAR AND EYE WEAR

Protective clothing, footwear and eye wear will be supplied to all Employees in accordance with the provisions contained in Part 1 of this Policy.

INCLEMENT WEATHER

Inclement weather provisions will be in accordance with the provisions contained in Part 1 of this Policy.

DECLARED NATURAL DISASTERS

- (a) Employees can utilise their inclement weather hours where they are reasonably prevented from attending work as resolved by the Employer due to a government declared natural disaster zone. In considering the Employee's entitlement to payment, the Employer will give reasonable consideration to the capacity of the Employee to notify the Employer of their situation.
- (b) Where no inclement weather hours are available, the Employee may access their entitlements under the Act.

HOT WEATHER GUIDELINES

Working in Hot Weather Guidelines will be in accordance with the provisions contained in Part 1 of this Policy.

DIVISION 1 - CLASSIFICATIONS

At the time of engagement of each Employee, the Employer must inform the person in writing the terms of their engagement (permanent, part-time or casual), the name of their Employer, the job to be performed, the classification level, and the relevant rate of pay.

The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill/competence and training consistent with the Employee's classification provided that such duties are not designed to promote deskilling.

Apprentices and sheet metal workers with AQF level 3 qualifications will be engaged as weekly hire employees.

KEY CONCEPTS AND TERMS

CSQ means Construction Skills Queensland. CSQ will be the recognised authority (for the purpose of this DIVISION) to endorse competency standards and skill sets required for the major commercial plumbing industry sector in Queensland.

Fabrication includes:

- (a) the fabrication of pipes for chilled water and condenser water in workshop establishments;
- (b) the application of tradesperson's skills to cut, join or make up pipes into plumbing articles or pipe work in a plumbers' workshop or on a site where normally performed by a plumbing or mechanical tradesperson.

Fields of work means a defined group of related skills and work functions exhibiting common features and aimed at providing more efficient and productive work organisation, as well as more satisfying and well-paid jobs. In respect of this Part 3, Division 1, the fields of work are sanitary plumbing/water supply/drainage, gas fitting, roofing and cladding, mechanical services (including air conditioning), lagging, pool plumbing, beer and spirits plumbing, water storage tank plumbing, and irrigation. A stream shall be taken to include any work that is complementary, ancillary or enabling in its nature relative to the trade activity. The principal purpose of fields of work is to facilitate the development of training modules.

First Class Sprinkler Fitter means a fitter who holds a Restricted water Plumbers - fire protection (commercial and industrial) license with the Plumbing Industry Council or any subsequent licensing authority and who can undertake all work in connection with preparing, erecting, fitting, fixing, commissioning, altering, overhauling, repairing or testing of apparatus, pipes and/or fittings including the fixing and connecting of tanks, valves, water supplies, pumps, gauges, or alarms for systems for the detection, extinguishment and/or control of fires and/or all pipes and/or fittings for conveyance of water, air and/or gas and/or chemical compounds and/or pipes and fittings for hydrant and hose reel services.

Gas Work Licence means an individual licensed under the provisions of the *Petroleum and Gas (Production and Safety) Act 2004*.

General supervision means working under general supervision means a person who:

- receives general instructions, usually covering only the broader technical aspects of the work; and
- may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made; and
- has their assignments reviewed on completion; and
- although competent and well experienced, there may be occasions on which the person will receive more detailed instructions.

Interim Gas Work Licence will mean an individual issued an interim license under the provisions of the *Petroleum and Gas (Production and Safety) Act 2004*.

Lagging means an employee who carries out work or is employed or usually employed in executing pipe and or duct lagging or domestic engineering work, whether prefabricated or not, or who executes any work in or in connection with:

- Sheet lead, galvanised iron or other classes of sheet metal or any other materials which supersede the materials usually fixed by plumbers including but not limited to:
- External Installation;
- Internal insulation;
- Chilled water insulation;
- Acoustic Insulation.

Licensed Drainer means a person licensed as a drainer by the appropriate State Authority, or a person holding a certificate covering draining work which is recognised under the provisions of the Australian and New Zealand Reciprocity Association Agreement who within three months makes application for and receives registration from the appropriate State Authority.

Limited supervision means working under limited supervision means a person who:

- receives limited instructions normally confined to a clear statement of objectives; and
- has their work usually measured in terms of the achievement of stated objectives; and
- is fully competent and very experienced in a technical sense and requires little guidance in the performance of their work.

Module means a module of training that equates to 40 nominal training hours.

New entrant means an employee, other than an apprentice, who has never previously worked within the scope of a building construction industry award or an Industrial Instrument covering building construction industry work. If there is doubt as to the status of an employee in this regard, the following documentation may be regarded as prima facie evidence that an employee is not a new entrant:

- documentary evidence concerning registration with any of the portable industry long service leave schemes;
- documentary evidence concerning contributions into an approved industry superannuation fund (e.g. CBUS, BUSSQ);

The new entrant classification does not apply to persons who were employed in the building and construction industry prior to the introduction of this Policy. Such employees are subject to the translation arrangements set out in this Policy.

The purpose of introducing the new entrant Level is not to displace existing employees, but to facilitate the introduction of a career path. Accordingly, an employer will not purposely turn over employees within the new entrant classification as an alternative to engaging employees on an ongoing basis.

Nothing contained in this Policy will prevent a party from submitting a dispute about the status of an employee for determination under the dispute settlement procedure.

Prefabrication includes:

- the fabrication of pipes for chilled water and condenser water in workshop establishments;
- the application of tradesperson's skills to cut, join or make up pipes into plumbing articles or pipe work in a plumbers' workshop or on a site where normally performed by a plumbing or mechanical tradesperson.

Registered Plumber and/or Gasfitter means a plumber holding registration in accordance with the appropriate Queensland Authority.

Skills package means a bundle of skills or competencies within or across fields of work identified as related and complementary and approved as such by CSQ.

Streams or Skill streams means a broad grouping of skills that relate to a particular phase or aspect of production. A stream may be comprised of a number of fields of work.

Trade Assistant means a person who performs work of an unskilled nature as defined by s.121(1)(a) of the *Plumbing and Drainage Act 2002* (Qld) as amended and/ or replaced from time to time.

Trade certificate (*Plumbing and Mechanical Services Classifications*) means a trade certificate level 3 or its equivalent relevant to the Plumbing and Mechanical Services Industry, including those of Plumber or Mechanical Plumber or a Trade Certificate Level 3 in Engineering – Fabrication.

A person who has a trade certificate level 3 or its equivalent which is relevant to the Plumbing and Mechanical Services Industry will be deemed to have a trade certificate for the purpose of the definition of Plumbing and Mechanical Services Tradesperson Level 2.

Where it appears in the classification definitions at 105% and above the phrase or equivalent means:

- (a) any training which a registered provider (e.g. TAFE) or a State Training Authority has recognised as equivalent to accredited training which is recognised for these levels. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (b) where competencies meet the requirements of the national competency standards for these levels.

Trade certificate (*Sprinkler Fitting Classifications*) means a trade certificate or its equivalent relevant to the Fire Protection Industry. A person who has a trade certificate or its equivalent which is relevant to the Sprinkler Fitting Industry will be deemed to have a trade certificate for the purpose of the definition of Sprinkler Fitting Tradesperson Level 1. Whether a trade certificate or its equivalent is relevant will be determined by the appropriate regulatory body.

Where it appears in the classification definitions at 105% and above the phrase or equivalent means:

- (a) any training which a registered provider (e.g. TAFE) or a State Training Authority has recognised as equivalent to accredited training which is recognised for these levels.

This can include advanced standing through recognition of prior learning and/or overseas qualifications; or

- (b) where competencies meet the requirements of the national competency standards for these levels.

Plumbing means plumbing, gas fitting, roof plumbing, lead burning, ship plumbing, heating, air-conditioning or ventilation plumbing, installation of metal cladding, fire sprinkler fitting, mechanical plumbing, water storage tank plumbing, irrigation installation, lagging, irrigation plumbing, pool plumbing, pipe-fitting or domestic engineering work, whether prefabricated or not, engaged on-site or in construction work or any work in or in connection with:

- (a) sheet lead, galvanized iron or other classes of sheet metal or any other materials which supersede the materials usually fixed by plumbers;
- (b) lead, wrought, cast or sheet iron, copper, brass or other classes of pipe work;
- (c) water (hot or cold), steam, gas, air, beer, spirits, vacuum, heating or ventilating appliances, fittings, services or installations; or
- (d) house, ship, sanitary, chemical or general plumbing or drainage and irrigation.

Services stream includes all fields of work principally concerned with the installation, commissioning and maintenance of services, whether performed in relation to buildings, structures or engineering projects and irrespective of when that work is undertaken in the construction process.

- **Services Stream (Plumbing and Mechanical Services)** means the skills and tasks at all appropriate levels in the classification structure which are included in the fields of work relevant to this DIVISION.
- **Services stream (Sprinkler Fitting)** means the skills and tasks at all appropriate levels in the classification structure which are included in the fields of work relevant to this DIVISION.

Engagement and Classification

The Employer will instruct each employee upon engagement the classification level they are employed at in accordance with the below table.

Employees shall be paid the rates of pay described in Part 3, Division 2 in accordance with the level to which they are classified.

In determining the appropriate classification/reclassification of a position or job to be filled by an employee, an employer will give full regard to:

- (a) whether the employee has proven competencies to the classification sought within an approved skills package;
- (b) whether the employee is or is likely to utilise 50% or more of the competencies mentioned above during his/her employment with the employer over a reasonable period of time;
- (c) whether the employee possess the skills required for the employee's base level of pay;

- (d) the experience and/or qualifications of the employee in relevant indicative tasks nominated in the classification definitions contained in the Division; and/or

If a dispute arises as to the proper classification of a position or job to be filled by an employee the matter will be determined in accordance with the dispute settlement procedure of this Policy provided that the parties may seek to have the process informed by persons with technical/educational expertise to assist in the process of resolving the dispute and any other persons the parties believe would assist in the resolution of the dispute.

Classification Structure

Classification	Relativity to Tradesperson (%)
Plumbing & Mechanical Services Classifications	
Plumbing and Mechanical Services Sheet Metal Worker Level 1(a) (new entrant) (under the age of 21)	55
Plumbing and Mechanical Services Sheet Metal Worker Level 1(b) (new entrant) (over the age of 21)	75
Plumbing and Mechanical Services Worker Level 2(a) (new entrant) (upon commencement in the industry)	85
Plumbing and Mechanical Services Worker Level 2(b) (after 3 months in the industry or, for those translating from level 1, after 3 months at level 2(a))	88
Plumbing and Mechanical Services Worker Level 2(c) (after 12 months in the industry or, for those translating from level 1, after 12 months at level 2(b))	90
Plumbing and Mechanical Services Worker Level 2(d) (upon fulfilling the substantive requirements of this classification)	92.4
Plumbing and Mechanical Services Worker Level 3	100
Plumbing and Mechanical Services Tradesperson Level 1	100
Plumbing and Mechanical Services Tradesperson Level 2	105
Plumbing and Mechanical Tradesperson – Special Class Level 1	110
Plumbing and Mechanical Tradesperson – Special Class Level 2	115
Advanced Plumbing and Mechanical Services Tradesperson Level 1	120
Advanced Plumbing and Mechanical Services Tradesperson Level 2	125
Sprinkler Fitting Classifications	
Sprinkler Fitter Assistant	86.29
Sprinkler Fitting Tradesperson Level 2	105.2
Sprinkler Fitting Tradesperson – special class level 1	110

Classification	Relativity to Tradesperson (%)
Sprinkler Fitting Tradesperson – special class level 2	115
Advanced Sprinkler Fitting Tradesperson Level 1	120
Advanced Sprinkler Fitting Tradesperson Level 2	125
Roofing Classifications	
Roof Plumber (possessing relevant Certificate III trade qualification)	105.2
Roof Plumber (fully competent to trade level)	100
Roof Plumber (trade assistant)	80
Lagging Classifications	
New Entrant/ Assistant	65
Lagger Class B	85
Lagger Class C	90
Lagger Class D	95
Tradesperson, Lagger, Sheet Metal Worker	100
Apprentices	
Are Paid in Accordance with the provisions of Part 3 of this Document	

Classification Definitions

For clarity, supervisors of employees engaged under the below classifications will be engaged in accordance with CW8 as described in this Policy.

Plumbing and Mechanical Services

Plumbing and mechanical services assistant/ Plumbing and mechanical services sheet metal worker

This classification incorporates, among other things, the following former classifications:

- Plumbing and mechanical services sheet metal worker level 1(a) new entrant under the age of 21 (after 12 months employees not offered an apprenticeship will be moved to Plumbing and Mechanical Services Worker level 1(b));
- Plumbing and mechanical services sheet metal worker level 1(b) (new entrant) over the age of 21;
- Plumbing and mechanical services worker level 2(a) (new entrant) - upon commencement in the industry;
- Plumbing and mechanical services worker level 2(b) - after three months in the industry (after three months in the industry or, for those translating from level 1, 3 months at level 2(a));

- Plumbing and mechanical services worker level 2(c) - after twelve months in the industry (after twelve months in the industry or, for those translating from level 1, following 12 months at level 2(b));
- Plumbing and mechanical services worker level 2(d) - upon fulfilling the substantive requirements of plumbing and mechanical services worker level 2(d).

This classification further incorporates where work is performed by a Trades Assistant “of an unskilled nature” as defined by the *Plumbing and Drainage Act 2002*, as amended and/ or replaced from time to time. Subject to any determination of the Plumbers and Drainers Board the parties to this Policy define work of an unskilled nature to mean:

- (a) Organising of tools;
- (b) Painting of pipe;
- (c) Carry pipe around the work site;
- (d) Lay pipe out;
- (e) Assist in measuring up;
- (f) Concreting around pipes;
- (g) Install penetration seals;
- (h) Assist in fire rating;
- (i) Clean up;
- (j) Carry out other labouring tasks e.g. dig holes, loading and unloading material and equipment; and
- (k) Pick up and deliver material and equipment to site.

Plumbing and Mechanical Services Worker Level 2(d) (92.4%)

A Plumbing and Mechanical Services Worker Level 2(d) is an employee who has fulfilled the substantive requirements of a Plumbing and Mechanical Services Worker Level 2(d) as detailed below. An employee at this level will have:

- For Plumbing and Mechanical Services workers - successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Level 1 consisting of 16 appropriate modules of structured training agreed to between the parties to this Policy; or
- obtained equivalent skills gained through work experience subject to competency testing to the prescribed standard covering the same content as the above modules of training.

An employee at this level performs work above and beyond the skills of an employee at Plumbing and Mechanical Services Worker Level 2(c) and to the level of her/his training:

- Assists in the co-ordination of work in a team environment or works individually under general supervision.

- Is responsible for ensuring the quality of their own work.
- Exercises discretion within their level of skill and training.
- Has an understanding of the construction processes within the services stream.
- Assists in the provision of on-the-job training to a limited degree.
- Works from instructions and procedures.
- Implements basic fault-finding and problem-solving skills within the employee's sphere of work.
- Measures accurately for their area of operation.
- Works in a safe manner.
- Interacts harmoniously with employees of other companies on site or at the workplace.
- Adapts to a changing work environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having completed the appropriate training to perform the particular task:

- Erect and dismantle scaffolding.
- Assist with rigging.
- Undertake basic oxy cutting.
- Execute shoring/trenching.
- Undertake site drainage and de-watering.
- Assisting one or more tradespersons.
- Safely handle waste.
- Use tools, plant and equipment requiring the exercise of skill and knowledge beyond that of an employee at Plumbing and Mechanical Services Worker Level 1(c).

Plumbing Mechanical Services Worker Level 3 (100%)

A Plumbing and Mechanical Services Worker Level 3 is an employee who has:

- successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Certificate 2 of formal structured training agreed to between the parties to this Policy; or
- obtained equivalent skills gained through work experience subject to competency testing to the prescribed standards covering the content of the above agreed modules of training; or
- Is a licensed Drainer.

Employee at this level performs work to the level of her/his training:

- Exercises good interpersonal communication skills.
- Exercises discretion within their level of training.

- Understands and applies quality control techniques.
- Performs work under general supervision either individually or in a team environment.
- Has knowledge of the four streams within the building and construction industry and how they inter-relate.
- Works in a safe manner.
- Having been given adequate written or verbal instruction, be able to control their own schedule of work and meet objectives with general supervision.
- Is capable of detailed measuring techniques.
- Interacts with and assists employees of other companies on site or at the workplace.
- Anticipates and plans for constant changes to the work environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having completed the appropriate training to perform the particular task:

- Operating a laser when carrying out levelling.
- Read and interpret plans and specifications.
- Operate machinery and equipment.
- Assists with informal on-the-job guidance to other employees to a limited degree.
- Performs work for which a Drainers license is required.

Plumbing and Mechanical Services Tradesperson Level 1 (100%)

A Plumbing and Mechanical Services Tradesperson Level 1 is an employee who is not a licensed drainer or performing mechanical services pipe-work but perform work of a skilled trade nature for which registration with a recognised licensing authority is not required although the person may not be formally trade qualified and who is able to exercise the skill and knowledge of the relevant trade:

- Exercises good interpersonal and communication skills.
- Reads, interprets and applies information from plans.
- Understands and applies quality control techniques.
- Exercises discretion within the scope of this grade.
- Performs work under general supervision either individually or in a team environment.
- Is able to perform tasks safely and be able to identify hazards within their sphere of work.
- Assists with informal on-the-job guidance to a limited degree.
- Performs non-trade tasks incidental to their work.
- Has knowledge of the fields of work within the Plumbing and Mechanical Services sector of the services stream and how they relate to the other areas of the services stream.

- Performs work which, while primarily involving the skills of the plumbing and mechanical services trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

The Plumbing and Mechanical Services Tradesperson Level 1 classification incorporates any worker working in any classification covered by the scope of this DIVISION as it applied prior to this Policy who is not:

- Engaged on tasks purely of an unskilled nature.
- A Licensed Drainer.
- A Licensed Plumber.
- A Licensed Gasfitter.
- A Mechanical Plumber performing any Mechanical Services-Pipe work.
- Holding a trade certificate level 3 in a trade within the national plumbing training packages.

For clarity, this classification includes among other things, non-licensed persons performing irrigation plumbing, 'beer plumbing', water storage tank plumbing, installation of metal cladding, and pool plumbing.

Plumbing and Mechanical Services Tradesperson Level 2 (105.2%)

A Plumbing and Mechanical Services Tradesperson Level 2 is either:

- a Plumbing and Mechanical Services Tradesperson Level 1 who has successfully completed three appropriate modules within an approved skills package in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or
- A person who holds a trade certificate level 3 within the national plumbing training packages relevant to work being performed under this Policy; or
- A person who holds a trade certificate level 3 in Engineering – Fabrication.

A Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond a Plumbing and Mechanical Services tradesperson at Level 1 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Works under general supervision either individually or in a team environment.
- Understands and implements quality control techniques.
- Provides trade guidance and assistance as part of a work team.
- Exercises discretion within the scope of this grade.
- Has knowledge of occupational, health and safety requirements subject to the level of their training.

- Reads, interprets and applies information from plans.

For a Plumbing and Mechanical Services Tradesperson Level 2, the following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training to enable them to perform the particular tasks:

- Exercises skills involved in fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

Where a skills package has been identified and approved by the CSQ Services Skills Advisory Committee as core skills possessed by plumbers within the construction industry within each field of work of the services stream then such skills shall be a prerequisite for further progression under this career path.

Where an employee possesses less than half of the skills identified above the employer may require such employee to undertake gap training until such employee is competent within the field of work.

For clarity, this classification includes, among other things, licensed persons performing irrigation plumbing, 'beer plumbing', water storage tank plumbing, installation of metal cladding, and pool plumbing.

Plumbing and Mechanical Services Tradesperson Special Class Level 1 (110%)

A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 is a Plumbing and Mechanical Services Tradesperson Level 2 who has successfully completed the following training requirements:

- has been assessed as a competent plumber within the relevant field of work; and
- three appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 2; or
- the equivalent; or
- will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or

A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson Level 2 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Understands and implements quality control techniques.
- Provides trade guidance and assistance as part of a team.
- Exercises discretion within the scope of this grade.
- Works under limited supervision, either individually or in a team environment.
- Reads, interprets and applies information from plans.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training to enable the employee to perform the particular indicative tasks:

- Exercises precision trade skills using various materials and/or specialised techniques.
- Schedule and plan work activity.
- Write brief reports on work activity.
- Have knowledge of the Australian Standards applying to their sphere of work.
- Recognise hazards associated with tasks in their field of work.
- For Plumbing and Mechanical Services Tradespersons, exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

Plumbing and Mechanical Services Tradesperson - Special Class Level 2 (115%)

A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 who successfully completed the following training requirements:

- three appropriate modules in addition to the requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 1; or
- equivalent; or
- will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Provides trade guidance and assistance as part of a work team.
- Understands and implements quality control techniques.
- Works either independently within the skill level of the employee, or in a team environment with limited supervision.
- Reads, interprets and applies information from plans.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training to enable the employee to perform the particular indicative tasks:

- Exercises high precision trade skills using various materials and/or specialised techniques.

- For Plumbing and Mechanical Services Tradespersons, exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

Advanced Plumbing and Mechanical Services Tradesperson Level 1 (120%)

An Advanced Plumbing and Mechanical Services Tradesperson Level 1 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 who has who successfully completed: 1.5 appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 2; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

An Advanced Plumbing and Mechanical Services Tradesperson Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 and to the level of their training.

Indicative tasks which an Employee at this level may perform include:

- exercises the skills attained through completion of the training prescribed for this classification;
- exercises discretion within their level of training;
- is able to provide trade guidance and assistance as part of a work team;
- understands and implements quality control techniques;
- works either independently within the skill level of the Employee, or in a team environment with limited supervision; and
- reads, interprets and applies information from plans.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post trade training to enable the Employee to perform the particular tasks:

- exercises high precision trade skills using various materials and/ or specialised techniques;
- possesses effective written and verbal skills in order to provide concise reporting and communication; and
- exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

Advanced Plumbing Mechanical Services Tradesperson Level 2 (125%)

An Advanced Plumbing and Mechanical Services Tradesperson Level 2 is an Advanced Plumbing and Mechanical Services Tradesperson Level 1 who has: 1.5 appropriate modules in addition to the training requirements of an Advanced Plumbing and Mechanical Services Tradesperson Level 1; or

equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

An Advanced Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond an Advanced Plumbing and Mechanical Services Tradesperson Level 1 and to the level of their training.

Indicative tasks which an Employee at this level may perform include:

- undertakes quality control and work organisation at a level higher than for an Advanced Plumbing and Mechanical Service Tradesperson Level 1;
- provides trade guidance and assistance as part of a work team;
- assists in the provision of training to employees in conjunction with supervisors/ trainers;
- performs maintenance planning and predictive maintenance work within their field of work;
- prepares reports of a technical nature on specific tasks or assignments as directed; and
- exercises broad discretion within the scope of this level.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks:

- use information from plans to identify, diagnose and solve problems related to work in a specific field;
- be able to identify any deviations from plans and sketches;
- schedule and plan work for a team and provide brief reports on the progress and quality of the work;
- exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or consumer piping systems; and
- exercises diagnostic skills in respect of various systems in plumbing and mechanical services.

Sprinkler Fitting

Sprinkler Fitting Assistant (86.29%)

The *Plumbing and Drainage Act 2003* limits work done by a Trades Assistant to work “of an unskilled nature”. Subject to any determination of the Plumbers and Drainers Board the parties to Part 3 of this Policy define work of an unskilled nature to mean:

- (a) Organising of tools;
- (b) Painting of pipe;
- (c) Carry pipe around the work site;
- (d) Lay pipe out;

- (e) Assist in measuring up;
- (f) Concreting around pipes;
- (g) Install penetration seals;
- (h) Assist in fire rating;
- (i) Clean up;
- (j) Carry out other labouring tasks e.g. dig holes, loading and unloading material and equipment; and
- (k) Pick up and deliver material and equipment to site.

Sprinkler Fitting Tradesperson Level 2 (105%)

A Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed three appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Sprinkler Fitting Tradesperson Level 2 works above and beyond a Sprinkler Fitting Tradesperson at level 1 and to the level of her/his training.

- (a) Exercises the skills attained through completion of the training prescribed for this classification.
- (b) Works under general supervision either individually or in a team environment.
- (c) Understands and implements quality control techniques.
- (d) Provides trade guidance and assistance as part of a work team.
- (e) Exercises discretion within their level of training.
- (f) Has knowledge of occupational, health and safety requirements subject to the level of their training.
- (g) Reads, interprets and applies information from plans.

The following indicative task which an Employee at this level may perform is subject to the Employee having the appropriate Trade and Post Trade training to enable them to perform the particular task:

- exercises the skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

Sprinkler Fitting Tradesperson - Special Class Level 1 (110%)

A Sprinkler Fitting Tradesperson - Special Class Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has completed the following training requirements successfully completed six appropriate

modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Sprinkler Fitting Tradesperson - Special Class Level 1 works above and beyond a Sprinkler Fitting Tradesperson Level II and to the level of her/his training:

- (a) Exercises the skills attained through completion of the training prescribed for this classification.
- (b) Understands and implements quality control techniques.
- (c) Provides trade guidance and assistance as part of a team.
- (d) Works under limited supervision either individually or in a team environment.
- (e) Reads, interprets and applies information from plans.
- (f) Exercises discretion within their level of training.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate Trade and Post Trade training to enable the Employee to perform the particular indicative tasks:

- Exercises precision trade skills using various materials and/or specialized techniques.
- Schedules and plan work activity.
- Writes brief reports on work activity.
- Has knowledge of the Australian Standards applying to their sphere of work.
- Recognises hazards associated with tasks in their field of work.
- exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

Sprinkler Fitting Tradesperson - Special Class Level 2 (115%)

A Sprinkler Fitting Tradesperson - Special Class Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has completed the following training requirements successfully completed nine appropriate modules in addition to the requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Sprinkler Fitting Tradesperson - Special Class Level 2 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 1 and to the level of her/his training:

- (a) Exercises the skills attained through completion of the training prescribed for this classification.
- (b) Provides trade guidance and assistance as part of a work team.

- (c) Understands and implements quality control techniques.
- (d) Works under limited supervision either individually or in a team environment.
- (e) Reads, interprets and applies information from plans.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate Trade and Post Trade training to enable the Employee to perform the particular indicative tasks:

- exercises high Precision Trade Skills using various materials and/or specialised techniques;
- exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.

Advanced Sprinkler Fitting Tradesperson Level 1 (120%)

An Advanced Sprinkler Fitting Tradesperson Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed ten and half appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

An Advanced Sprinkler Fitting Tradesperson Level 1 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 2 and to the level of their training.

Indicative tasks which an Employee at this level may perform include:

- exercises the skills attained through completion of the training prescribed for this classification;
- exercises discretion within their level of training;
- is able to provide trade guidance and assistance as part of a work team;
- understands and implements quality control techniques;
- works under limited supervision either individually or in a team environment; and
- reads, interprets and applies information from plans.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular task:

- exercises high Precision Trade Skills using various materials and/ or specialised techniques; and
- exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, CO2 systems, deluge systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.

Advanced Sprinkler Fitting Tradesperson Level 2 (125%)

An Advanced Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed 12 appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

An Advanced Sprinkler Fitting Tradesperson Level 2 works above and beyond an Advanced Sprinkler Fitting Tradesperson Level 1 and to the level of their training.

Indicative tasks which an Employee at this level may perform include:

- undertake quality control and work organisation at a level higher than for Advanced Sprinkler Fitting Tradesperson Level 1.
- provide trade guidance and assistance as part of a work team.
- assist in the provision of training to Employees in conjunction with supervisors/ trainers.
- perform maintenance planning and predictive maintenance work within their field of work.
- prepare reports of a technical nature on specific tasks or assignments as directed; and
- exercise broad discretion within the scope of this level.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and posttrade Training to enable the Employee to perform the particular task:

- use information from plans to identify, diagnose and solve problems related to their sphere of work;
- be able to identify any deviations from plans and sketches;
- schedule and plan work for a team and provide brief reports on the progress and quality of the work;
- exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, CO2 systems, deluge systems, pumps and pump control systems, hydrant systems, hose reels, combined systems or explosive suppressive systems; and
- exercising diagnostic skill in respect to various systems in fire protection.

Lagging

Workers engaged in Lagging work (as defined) will be paid the corresponding relativity pay rate prescribed in the Plumbing and Mechanical Services Rates of Pay table in Part 3, division 2 of this policy.

Lagging New Entrant/ Assistant (75%)

An employee who does not meet the requirements of any other classification.

Lagger Class B (85%)

Is a worker who has completed 12 months within the industry and can carry out two of the below work classes with limited supervision and be credited with and carry out two of the above work classes.

- External insulation
- Internal insulation
- Chilled water insulation
- Acoustic insulation.

Lagger Class C (88%)

Is a worker who can carry out all of the following work classes with limited supervision:

- External insulation
- Internal insulation
- Chilled water insulation
- Acoustic insulation

Lagger Class D (92%)

Is an employee who has 12+ months experience and who can carry out all of the above.

Tradesperson, Lagger, Sheet Metal Worker (100%)

Is an employee who can carry out and is accredited in all of the above work classes and manufactures and fits sheathing.

Adult Apprentices

Adult apprentices are apprentices who commence their apprenticeship at the age of 21 years or older. Adult apprentices engaged under any of the classifications set out in this Division will be paid a minimum rate equal to the rate of pay for a third-year apprentice, for the first three years of the apprenticeship.

Apprentices: Plumber Competencies

For those plumbing apprentices that commence their employment during the life of this Policy, they will have successfully gained the following nominated training outcomes in conjunction with the four-year term of their apprenticeship;

- General Induction for Construction
- Plumbers and Drainers Licence

Senior First Aid

- Backflow Accreditation
- TMV Accreditation
- Scissor Lift and over 11 metre EWP Accreditation

- Manual Handling Awareness
- Confined Space.

DIVISION 4 - TOOL LIST

1 Pair 225mm Footprints	1 Hand Wood Saw 660mm
1 Pair 250mm Stillsons	1 PVC Conduit Cutters
1 Pair 450mm Stillsons	1 WireBrush
1 Pair 250mm Vice Grips	1 Battery Drill with Battery and charger
1 Standard Screw Driver set (or equivalent)	1 13mm Cold Chisel
1 Pair 225mm Multigrips	1 25mm Cold Chisel
1 Pair 200mm Pincers	1 Stanley Knife
1 Pair Left Hand Wiss Snips	1 Flint Gun
1 Pair Right Hand Wiss Snips	1 25mm Woodchisel
1 Pair Pop Rivet Pliers	1 150mm Crescent Shifting Spanner
1 Pair 15mm Copper Tube Benders	300mm Crescent Shifting Spanner
1 Set Allen Keys 1mm - 10mm	1 250mm Rasp & Handle
1 Set Tube Expanders 12mm - 25mm	1 250mm Half Round File & Handle
1 Set Ratchet Socket Wrench 6mm - 25mm or	1 Hacksaw (Sandvik 225)
1 Set Open End/ Ring Spanners 6mm - 16mm	1 Junior Hacksaw
1 Cross Pein Hammer 10 OZ	1 Tube Cutter 3mm - 32 mm
1 Claw Hammer 20 OZ	1 Tapered Bent Pin
1 Trap or Spud Wrench	1 Pointing Trowel
1 Lump Hammer 4 LB	1 Basin Spanner
1 Bevel Square 250mm	1 Strap Wrench
1 Set Square 300mm	1 Centre Punch
1 Spirit Level 600mm	1 Prick Punch
1 Brickies String Line	1 Nail Bag
1 Chaulk-O-Matic	1 Tool Box or Carry All or equivalent
1 Plumbob 450gr	
1 Mastic Gun	

1 8 Metre Measuring Tape

In addition to the above list (where applicable) the tool list for Drainers includes:

- 1 1200mm Level
- 1 30m Measuring Tape
- 1 Wood Float
- 1 Steel Float
- 1 Edging Tool

*The above Tool list is for Plumbing and Mechanical Services classifications only. Sprinkler Fitter classifications are not required to provide the tools listed.

PART 4 – ELECTRICAL WORKERS

82. SECTION A – CLASSIFICATIONS

1. Classifications

The percentage relativities referred to in Schedule 1 relate to percentages applying before the application of the first \$8 arbitrated safety net adjustment made in accordance with the February and November 1994 Review of Wage Fixing Principles and payable under the November 1994 State Wage Case decision.

G1 – Electrical Worker Grade 1

An Electrical Worker Grade 1 is a labourer not otherwise provided for in this Agreement, who is doing labouring work and employed as such.

G2 – Electrical Worker Grade 2 – 85% of Base Rate

- (1) An Electrical Worker Grade 2 is an Employee who is engaged in assisting a tradesperson, provided that such assistance will not include the work of a tradesperson and
 - (a) Without limiting the scope of the work, an Employee may perform unskilled tasks as directed to the level of their training;
 - (b) is an Employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.

G3 – Electrical Worker Grade 3

- (1) An Electrical Worker Grade 3 is an Employee who works under direction, may be required to perform the work of an Electrical Worker Grade 2 and without limiting the scope of the work the Employee may perform the work described below to the level of their training:
 - (i) is engaged in storework; or
 - (ii) is qualified and required to drive or operate the employer's machinery, plant or equipment incidental to their primary task or functions, including truck attendants; or provided that this person will not undertake tasks requiring the skills of a tradesperson.
- (2) Included in this Grade is the work of:
 - Purchasing clerk; and
 - Electrical Labourer.

G4 – Electrical Worker Grade 4

- (1) An Electrical Worker Grade 4 is an Employee who has worked for not less than one year in the industry, or holds the equivalent experience, and, without limiting the scope of the work, and to the level of their training, is an Employee who:
 - (i) performs scaffolding or rigging that is incidental to their primary task or functions (assisting a licensed electrical worker to perform electrical work); or
 - (ii) is directly in charge of an electrical store and responsible for materials, ordering

- and purchasing; or
- (iii) has worked for not less than one year as an Electrical Worker Grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson:
 - (1) installs radio, communications and related equipment including antenna; or
 - (2) installs fire alarm or security alarm equipment; or
 - (3) installs, terminates and tests data, and communication cabling
- (iv) Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical Worker and works without assistance and supervision.

provided that this person will not undertake tasks requiring the skills of a tradesperson.

Without limiting the scope of this definition, this includes Employees who under the supervision of a tradesperson, communications tradesperson or qualified security technician:

- (a) installs radio, communications and related equipment including antenna; or
 - (b) installs fire alarm or security alarm equipment; or
 - (c) installs data and communication cabling.
- (2) Included in this grade is the work of:
- (a) Purchasing Clerk/Storeperson;
 - (b) Electrical labourer;

Communications Tradesperson

A communications Tradesperson is an Employee who holds a Communications Trade Certificate and has completed a Cert III in Data and Voice Communications (UEE30407 or equivalent). For clarity, where a Communications Tradesperson is required to hold an electrical licence and is directed to perform electrical work, that Employee shall be paid at the EW5 rate.

G5 - Electrical Worker Grade 5

- (1) An Electrical Worker Grade 5 is employed to use the skills acquired through the training specified below and is an Employee who;
- (a) who holds a trade certificate or tradesperson's rights certificate in an electrical trade; or
 - (b) has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or
 - (c) has successfully completed an appropriate instrumentation trade course; or
 - (d) holds an appropriate electrical/refrigeration/air conditioning trade certificate; or

- (e) has successfully completed an appropriate trade course in linework or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge.

(2) Included in this grade is the work of:

- (a) Electrical Fitter;
- (b) Electrical Fitter (Instrumentation and Process Control);
- (c) Electrical Mechanic;
- (d) Instrument Tradesperson Level 1;
- (e) Refrigeration/Air-Conditioning Tradesperson Level 1; and
- (f) Linesperson/Cable Jointer Level 1.

G6 - Electrical Worker Grade 6

(1) An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition

- (a) has successfully completed
 - (i) 33% of the qualification specified for Grade 7; or
 - (ii) equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the Agreement; or
- (b) has acquired equivalent standard of skills as defined above as agreed between the parties to the Award through other means including a minimum of one years' experience as an Electrical Worker Grade 5.
- (c) is employed to use the skills acquired through the training or experience specified.

(2) Included in this grade is the work of:

- (a) Electrical Tradesperson Level 2;
- (b) Television/Radio/Electronic Serviceperson Level 2;
- (c) Instrument Tradesperson Level 2;
- (d) Refrigeration/Air-Conditioning Tradesperson Level 2;
- (e) Linesperson/Cable Jointer Level 2; and
- (f) Alarm/Security Technician Grade 2.

G7 - Electrical Worker Grade 7

(1) An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who:

- (a) has successfully completed a Post Trade Certificate or has acquired the same standard of skills through other means including a minimum of 2 years experience in the industry,
- (b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

- (a) Alarm/Security Technician Grade 3;
- (b) Communications Tradesperson - Special Class;
- (c) Electrical Linesperson - Live Line;
- (d) Electrician Special Class;
- (e) Electronic Serviceperson Grade 3;
- (f) Instrument Tradesperson - Complex Systems;
- (g) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 3; and
- (h) Television/Radio/Electronic Serviceperson Grade 3.

G8 - Electrical Worker Grade 8

- (1) An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who:
 - (a) has successfully completed a Post Trade Certificate or "X%" of an Advanced Certificate or its equivalent and in addition has not less than 2 years experience as an Electrical Worker Grade 7; and
 - (b) is employed to use the skills acquired through the training and/or experience specified.
- (2) Included in this grade is the work of:
 - (a) Electronic Tradesperson;
 - (b) Instrumentation and Controls Tradesperson;
 - (c) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 4; and
 - (d) Installation Inspector.

G9 - Electrical Worker Grade 9

- (1) An Electrical Worker Grade 9 is an Electrical Worker Grade 5 who:
 - (a) has successfully completed an appropriate Advanced Certificate or its formal equivalent; and
 - (b) is employed to use the skills acquired through the training and/or experience specified.
- (2) Included in this grade is the work of:
 - (a) Alarm/Security Technician Grade 4;
 - (b) Electronic Serviceperson Grade 4;
 - (c) Television/Radio/Electronic Serviceperson Grade 4; and
 - (d) Refrigeration/Air-Conditioning Tradesperson Level 4.

G10 - Electrical Worker Grade 10

- (1) An Electrical Worker Grade 10 is an Electrical Worker Grade 5 who:
 - (a) has successfully completed an appropriate Associate Diploma or its formal equivalent; and

- (b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

- (a) Electrical Tradesperson Level 5;
- (b) Television/Radio/Electronic Serviceperson Grade 4;
- (c) Electronic Serviceperson Level 5;
- (d) Instrument Tradesperson Level 5; and
- (e) Refrigeration/Air-Conditioning Tradesperson Level 5.

2. Classification Definitions

2.1 **"Alarm/Security Technician Grade 1"** means a tradesperson employed to carry out repairs and maintenance of alarm/control panels, detectors, pumps, fire suppression signs, bells and other associated equipment in the industry of fire-alarm servicing.

In the industry of security servicing, the tradesperson is employed in the field of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

2.2 **"Alarm/Security Technician Grade 2"** means an Alarm/Security Technician Class I who is engaged on complex or intricate circuitry or both, the performance of which requires the use of "Additional knowledge" as defined below.

Additional knowledge may be acquired through a minimum of 2 years on-the-job experience as a serviceperson, working on the company's installations and equipment.

2.3 **"Alarm/Security Technician Grade 3"** means an Alarm/Security Technician who:

- (f) has not less than one year of experience as such and who has satisfactorily completed an appropriate electronics post trades course, or
- (g) has not less than 2 years' experience with the employer as such, and who possesses a thorough knowledge of the employer's company and processes and who is capable of servicing all the equipment associated with such company, and who is employed to maintain, test, modify services and/or repair complex and intricate electrical, electronic circuits or components, equipment, apparatus and/or devices used in industrial applications in the fire-alarm/security systems industry, and for which the performance of such work requires a higher skill than required by a tradesperson employed on basic service work.

2.4 **"Alarm/Security Technician Grade 4"** means an Alarm/Security Technician Grade 3 who is engaged in applying their knowledge and skills to the tasks of repairing, maintaining, servicing, modifying, commissioning, fault finding and diagnosing various forms of systems which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Alarm/Security Technician Grade 4, a tradesperson must have at least 3 years on-the-job experience in electronic systems utilising integrated circuits, and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as an Alarm/Security Technician Grade 4, a tradesperson must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.
- (b) Working under minimum supervision and technical guidance.
- (c) Providing technical guidance within the scope of the work described in this definition.
- (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

- 2.5 **"Alarm/Security Tester Grade 1"** means a person employed to inspect and test alarm/control panels, fire suppression equipment, detectors, signs, bells, pumps and associated equipment in the industry of fire-alarm servicing. In the industry of security servicing, the "Alarm/Security Tester" is employed to inspect and test in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external security lighting devices and associated equipment.

In addition to those duties, the "Alarm/Security Tester" is capable of preparing written reports on the conditions, suitability and requirement for the abovementioned equipment. The Tester will be able to accurately identify faults in systems and report them expeditiously as required, as well as prepare reports detailing all requirements for the testing of systems in their test run.

- 2.6 **"Alarm/Security Tester Grade 2"** means an "Alarm/Security Tester" capable of testing any electrical system including but not limited to halon, CO2, ansul, emergency lighting, evacuation systems, all fire detection and suppression systems and associated equipment. The Employee with minimal supervision and assistance will be able to interchange test runs and demonstrate the operation of systems to clients, insurers and appropriate personnel.

- 2.7 **"Alarm/Security Tester Grade 3"** means a person, or holder of industry recognised accreditation, which may be granted to persons who through industry experience, have gained the necessary skills, and are able to carry out all aspects of a Tester Grade 2 scope of work and are employed to carry out repairs and maintenance of alarm/control panels, detectors, fire suppression signs, bells and other ancillary associated equipment in the industry of fire alarm servicing, excluding authority provided power supplies or works on live side of isolating devices.

In the industry of security servicing, the person is employed in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

- 2.5 **"Communications Tradesperson - Special Class"** will mean a Radio Mechanic, Electrical Fitter or an Electrical Mechanic, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

- (a) having had not less than 2 years on-the-job experience as a tradesperson, working mainly on such complex and/or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable: and
- (b) having, by virtue of either the satisfactory completion of an appropriate post trade course in electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

2.9 **"Electrical Fitter"** will mean an Employee who is mainly employed in the workshops manufacturing, fitting, and repairing electrical instruments, machines, and apparatus. Electrical fitting in this definition will include armature and transformer winding, and people solely engaged in making and repairing instruments. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* will be recognised as proof of efficiency.

2.10 **"Electrical Fitter (Instrumentation and Process Control)"** means an Employee who is required to make and/or modify, test, install, adjust and repair, plant instrumentation involving process control equipment including instruments incorporating mechanical, pneumatic, hydraulic, electrical and electronic functions.

The legitimate possession of the appropriate certificate issued by the Electrical Licensing Board under the *Electricity Act 1994* will be recognised as proof of efficiency.

2.11 **"Electrical Labourer"** will mean an Employee, not otherwise provided for in this Agreement, who is doing work necessary for electrical work.

2.12 **"Electrical Linesperson"** will mean an Employee engaged in overhead construction and maintenance work, and running, fixing, connecting, and maintaining electrical conductors outside of buildings, or an Employee engaged in sapping poles, cutting chocks for arms, and fitting arms to poles while the poles are lying on the ground. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* will be recognised as proof of efficiency.

2.13 **"Electrical Linesperson - Live Line"** will mean an Electrical Linesperson as defined in this Agreement who is required to carry out "Live Line Work" as prescribed in the *Electricity Act 1994*.

Such Employee may perform "Live Line Work" while the Employee remains so authorised by the State Electricity Commission of Queensland in accordance with the said Act.

2.14 **"Electrical Mechanic"** will mean an Employee engaged in placing or affixing or running electrical conductors of all kinds and for all purposes from the point of supply to the point of utilisation, and also in the fixing inside of buildings and vehicles of all kinds of conduits and conductors. It will include the erecting and connecting up of dynamos, motors, and switchboards, and the connecting up of all instruments and apparatus at the point of utilisation and supply for all purposes, including power, lighting, heating, and smelting, and safe working instruments,

apparatus, telephones, bells, public address systems, wireless apparatus, meter fixing, connecting of meters, and the erection, overhauling and repairing of storage batteries and the assembling and renewing of finished parts, and the marking out and mounting of any switchboards, and the effecting of any repairs to electrical machines and appliances when it is necessary to carry out the work on the spot, or is incidental to such necessary work. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* will be recognised as proof of efficiency.

- 2.15 **"Electrical Storeperson"** will include an Employee responsible for storing, receiving and issuing tools, parts and testing equipment in or in connection with an electrical, including radio and television, workshop and/or depot, but will not include storepersons employed in any retail or wholesale establishment who receive, store or issue television, radio or electrical equipment and who are provided for in any other Agreement.
- 2.16 **"Electrical Tradesperson's Assistant"** will mean an Employee directly assisting a tradesperson.
- 2.17 **"Electronic Equipment Tester/Installer Grade 1"** means an Employee engaged on the alignment, installation and testing of radio, communications and related equipment, installing fire alarms and/or security alarm equipment, or installing data and communication cabling, including the locating of faults not requiring the skills of a tradesperson.
- 2.18 **"Electronic Equipment Tester/Installer Grade 2"** means an Employee who has had not less than one year at Level 1 or the equivalent experience. Provided that an Electronic Equipment Installer Level 2 will not undertake tasks requiring the skills of a tradesperson.
- 2.19 **"Electronic Serviceperson Grade 1"** means an adult Employee engaged on radio, communications and related equipment which requires the application of general trades experience gained through apprenticeship in that work.
- 2.20 **"Electronic Serviceperson Grade 2"** means an Electronic Serviceperson Grade 1 who has had not less than one year's experience as a tradesperson working in the radio communication industry.
- 2.21 **"Electronic Serviceperson Grade 3"** means an Electronic Serviceperson Grade 2 who is engaged on complex or intricate circuitry or both, the purpose of which work requires the use of "additional knowledge" as herein defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

- (a) having had not less than 2 years on-the-job experience as a tradesperson working on such complex or intricate circuitry work as will enable the tradesperson to perform such work unsupervised where necessary and practicable; and
- (b) having by virtue of either the satisfactory completion of a prescribed post trades course in industrial electronics, radio or communications or the achievement of a comparable standard of knowledge by other means, including the on-the-job experience, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to

examine, diagnose and modify systems comprising inter-connected circuits.

- 2.22 **"Electronic Serviceperson Grade 4"** means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 3, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment, on which the tradesperson is required to carry out their tasks. To be classified as an Electronic Serviceperson, Grade 4, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as Electronic Serviceperson, Grade 4, a tradesperson must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry using diagrams and test equipment.
- (b) Working under minimum supervision and technical guidance.
- (c) Providing technical guidance within the scope of the work described in this definition.
- (d) Preparing reports of a technical nature on specific tasks or assignments, as directed, and within the scope of the work as described in this definition.

- 2.23 **"Electronic Serviceperson Grade 5"** means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 4, who in addition to the requirements of the Electronic Serviceperson Grade 4, must have one further years on-the-job experience as a tradesperson working on electronic systems, but who in addition is required to maintain and repair multi-function printed circuitry using circuit diagrams and test equipment.

To be classified as an Electronics Serviceperson, Grade 5, a tradesperson must be engaged in applying their skills and knowledge to the tasks of designing, modifying, testing and diagnosing complex electronic systems related to radio and communications equipment.

- 2.24 **"Electronics Tradesperson"** means an electrical tradesperson working at a level beyond Electrician Special Class and who is mainly engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the system and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronics Tradesperson a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part time study.

In addition, to be classified as an electronics tradesperson a tradesperson must be required, as part of their duties, to:

- (a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment.
- (b) Work under minimum supervision and technical guidance.
- (c) Provide technical guidance to other tradespersons or to management within the scope of the work described in this definition; and/or
- (d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.25 **"Fire-alarm Systems"** means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.

2.26 **"Installation Inspector"** will mean an Electrical Mechanic who is employed by an Electrical Contractor or company which is principally engaged in providing independent installation inspections and who is qualified within the terms of the *Electricity Act 1994*, to act as an Installation Inspector and is employed as such. An Installation Inspector must have the following qualifications:

- (a) Possess a certificate of competency as an Electrical Mechanic
- (b) Has successfully completed a course conducted by the Department of Employment, Small Business and Training at a TAFE College or approved skill centre comprising the following subjects:
 - (i) AEL 223 - Electrical Installation Work.
 - (ii) AEL 226 - Electrical Practices and Responsibilities.
 - (iii) AEL 122 - Electrical Installation Testing.
- (c) Has at least 3 years recent experience in the Electrical Contracting Industry as an Electrical Mechanic or has at least 3 years recent experience as an Installation Inspector with an Electricity Authority in Queensland.

2.27 **"Instrument Tradesperson"** means a tradesperson who is mainly engaged in installing, (including the installing of inter connecting instrumentation wiring, not prohibited by the *Electricity Act 1994* or hydraulic or pneumatic instrumentation tubing), repairing, maintaining, and servicing industrial instruments and control systems, including instruments and systems utilising integrated circuits.

An Instrument Tradesperson will have completed an apprenticeship, the greater part of which involved industrial instrumentation, or alternatively can demonstrate a knowledge and understanding of industrial instrumentation and can apply that knowledge and understanding to the tasks assigned by their employer. The required knowledge and understanding would have been gained by undertaking a formal training course run by a State Education Department or Technical Education Department or its equivalent or by at least 12 months on the job experience as a tradesperson at instrument work

2.28 **"Instrument Tradesperson - Complex Systems"** means an instrument tradesperson who is mainly engaged in installing, repairing, maintaining, servicing, testing, modifying,

commissioning, calibrating and fault finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles, including work on complex digital and/or analogue control systems utilising integrated circuits.

To be classified as an Instrument Tradesperson - Complex Systems, a tradesperson will have:

- (a) had a minimum of 2 years on the job experience as a tradesperson working predominantly on complex and/or intricate instruments and instrument systems, as will enable them to perform such work under minimum supervision and technical guidance; and
- (b) satisfactorily completed an appropriate post trade course equivalent to at least 2 years part time study or has achieved to the satisfaction of the employer, a comparable standard of skill and knowledge by other means including in-house training or on the job experience referred to in (a) above.

2.29 **"Instrumentation and Controls Tradesperson"** means an instrument tradesperson working mainly at a level beyond that of instrument tradesperson - complex systems and who is mainly engaged in applying their skills and knowledge to installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding industrial instruments which make up a complex control system which utilises some combination of electrical, mechanical, hydraulic and pneumatic principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.

The application of this skill and knowledge would require an overall understanding of the operating mode or principles of the various types of measurement and control devices on which the tradesperson is required to perform their tasks. To be classified as an Instrumentation and Controls Tradesperson, a tradesperson must have at least 3 years relevant on the job experience as a tradesperson - 12 months of which must be at the level of "Instrument Tradesperson - Complex Systems" and in addition must have satisfactorily completed a related post-trades course equivalent to at least 2 years part time study.

In addition, to be classified as an Instrumentation and Controls Tradesperson, a tradesperson must be required as part of their duties to:

- (a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment;
- (b) Work under minimum supervision and technical guidance;
- (c) Provide technical guidance to other tradespeople or to management within the scope of the work described in this definition; and/or
- (d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.30 **"Jointer"** will mean an Employee who is employed in jointing cables or sweating on lugs in connection with the installing and maintenance of underground or overhead distributing systems, and the running of feeders, mains and services up to the main fuse in consumers' premises. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Workers and Contractors' Board under the *Electricity Act 1994* will be recognised as proof of efficiency.

- 2.31 **"Journeyperson"** will mean an Electrical Fitter, Electrical Mechanic, electrical Jinter, Electrical Linesperson, electrician in charge, shift electrician, Radio Mechanic or television mechanic.
- 2.32 **"Lines Clearance Operator"** means an adult who is employed on the clearance of vegetation in the vicinity of overhead power distribution lines.
- 2.33 **"Purchasing Clerk"** means an Employee who initiates orders for electrical materials, receives and issues materials and provides reports on the cost of materials for the preparation of tender documents and job cards.

In addition to these duties, the Purchasing Clerk may conduct sale of materials and equipment to the Public or to the Trade.

- 2.34 **"Radio Mechanic"** will mean an Employee who is mainly employed to assemble and/or repair, and/or service, and/or install, and/or test radio receivers, and/or public address systems.
- 2.35 **"Refrigeration Mechanic or Serviceperson Grade I"** means a tradesperson employed to carry out installation, repairs, and routine maintenance of domestic, commercial and industrial refrigeration and air conditioning systems.
- 2.36 **"Refrigeration Mechanic or Serviceperson Grade 2"** means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than one years experience as a tradesperson engaged on complex or intricate circuitry or both.
- 2.37 **"Refrigeration Mechanic or Serviceperson Grade 3"** means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than 2 years experience as a tradesperson, and possesses a sound working knowledge of refrigeration and air conditioning, electrical control systems to enable the Employee to service, diagnose faults and repair domestic, commercial and industrial refrigeration, air conditioning systems under limited technical supervision.

In addition, to be classified as a Refrigeration Mechanic Grade III, the Employee must demonstrate sufficient working knowledge of electronic controls as applied to refrigeration and air conditioning systems to enable the Employee to identify faulty modules.

- 2.38 **"Refrigeration Mechanic or Serviceperson Grade 4"** means Refrigeration Mechanic or Serviceperson Grade I, who has had not less than 3 years experience on-the-job as a tradesperson and possesses a sound working knowledge of refrigeration and air conditioning electrical and electronic systems as to enable the Employee to commission, service, diagnose faults and repair domestic, commercial and industrial refrigeration and air conditioning systems.

To be classified as a Refrigeration Mechanic Grade IV, the Employee must have satisfactorily completed a 2 year post trade course in Industrial Electronics.

In addition, to be classified as a Refrigeration Mechanic or Serviceperson Grade IV, a tradesperson may be required to carry out the following duties:

- (c) Maintain and repair multi-function printed circuits using circuit diagrams and appropriate test equipment;

- (d) Work under minimum supervision and technical guidance;
 - (e) Provide technical guidance within the scope of the work described in this definition; and
 - (f) Prepare reports of a technical nature on specific tasks or assignments as directed within the scope of the work described in this definition.
- 2.39 **"Security Alarm Systems"** means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic or acoustic equipment or device, or any combination thereof which includes any intruder alarm systems incorporating closed circuit television, video or photographic systems, electronic, electro-mechanic access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or Governmental purpose.
- 2.40 **"Security/Alarm Technician"** means an adult who holds the UEE31420 Certificate III in Security Equipment or equivalent. A Security/Alarm Technician shall be paid at the equivalent rate of a Communications Tradesperson.
- "Television Antenna Installer/Erector"** means an adult Employee engaged in erecting and/or installing television and other electronic impulse transmitting and/or receiving antennae.
- 2.41 **"Television/Radio/Electronic Equipment Serviceperson Grade I"** means an adult who has completed an appropriate trades course or who has achieved an equivalent standard of skill and knowledge, and who is engaged on routine servicing work which requires no more than the application of the general trade experience gained through apprenticeship or equivalent training on-the-job.
- 2.42 **"Television/Radio/Electronic Equipment Serviceperson Grade 2"** means a Television/Radio/Electronic Equipment Serviceperson Grade I who has had not less than one years experience, as a tradesperson, working on visual and/or sound receiving, recording and/or reproduction devices and associated equipment and associated electronics products.
- 2.43 **"Television/Radio/Electronic Equipment Serviceperson Grade 3"** means a Television/Radio/Electronic Equipment Serviceperson Grade II who has completed an appropriate trade course which includes instruction in electronic products and who has achieved an equivalent standard of skill and knowledge through 2 years experience in the industry or through a special course of tuition, and is required to diagnose and rectify faults in electronics equipment and/or similar apparatus.
- 2.44 **"Television/Radio/Electronic Equipment Serviceperson Grade 4"** means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Serviceperson Grade III, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing modifying, commissioning, testing, fault finding and diagnosis of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an

overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits, and in addition, must have satisfactorily completed a post trades course in electronics to at least 2 years part-time study.

In addition, to be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry, using circuit diagrams and test equipment
- (b) Working under minimum supervision and technical guidance.
- (c) Providing technical guidance within the scope of the work described in the definition.
- (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.45 **“Television/Radio/Electronic Equipment Serviceperson Grade 5”** means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Equipment Serviceperson Grade IV who, in addition to the requirements of the Television/Radio/Electronic Equipment Serviceperson Grade IV, must have one additional year on-the-job experience as a tradesperson working on electronic systems, but, who in addition, is required to maintain and repair multi-function printed circuitry using diagrams and test equipment.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Class V, a tradesperson must be engaged in applying their skills and knowledge to the tasks of design, modifying, testing and diagnosis of complex electronic systems related to radio and communications equipment.

2.46 **“Television Mechanic”** will mean an Employee who is mainly employed to assemble and/or repair and/or service and/or test television receiving sets and/or parts.

2.47 **“Truck Attendant”** will mean an Employee who is part of a gang which performs electrical work and who during the course of their work, assisting electrical Journeypersons, is required as a minor part of their duties to drive vehicles under 6 tonnes used in connection with the work of the gang.

2.48 **“Trades Assistant”** is an employee at this level who performs manual functional support duties under routine supervision. The employee may work in one of a range of duties including labouring or assisting trades-persons or Asset Inspector assistant/Trainee. This Employee may possess additional vocational qualifications that assist the employer to more effectively complete work requirements. These qualifications may include:

- EWP,
- Bobcat,
- Inexperienced excavator operator,
- Inexperienced crane operator,

- JLG, and
- Dogman

SKILL STREAMS

The Agreement provides a career path in 5 broad skill streams within the electrical/electronic industry:

Stream One - Electrical (Construction/Service/Workshop)

- (a) This includes all electrical work normally associated with the work of an Electrical Mechanic, Electrical Fitter, Electrician - Special Class and Electronic Tradesperson.
- (b) It includes electronic work to the extent that Electrician - Special Class and Electronic Tradesperson undertake electronic work as defined.

Stream 2 - Electronic Service

- (a) This includes the work within the definitions of:
 - (i) Electronic Equipment Tester/Installer;
 - (ii) Television Antenna Installer/Erector;
 - (iii) Alarm/Security Tester;
 - (iv) Electronics Serviceperson;
 - (v) Television/Radio/Electronic Serviceperson;
 - (vi) Alarm/Security Technician.
- (b) The Electronic Service Stream will cover all types of electronic work not requiring the full range of skills and training of an electrical tradesperson. It includes, but is not limited to the following:
 - (i) computers, peripherals and other electronic equipment;
 - (ii) fire alarms, Security Alarm Systems and surveillance systems;
 - (iii) communications equipment and radio/television/public address systems.

Stream 3 - Instrumentation

This stream includes instrument and instrumentation work normally associated with the work of Instrument Tradespeople, Electrical/Instrument Tradespeople, Instrument Trades - Complex Systems and Instrumentation and Controls Tradespeople.

Stream 4 - Refrigeration/Air Conditioning

This stream includes work in or in connection with electrically operated refrigeration and air-conditioning, plant, equipment or systems.

Stream 5 - Lines/Cable Work (Power Distribution)

This stream includes all the work normally associated with the work of Linespersons and/or Cable Jointers and work in or in connection with, or incidental to the making, installation and maintenance of electrical distribution lines and systems.

MINIMUM RATES OF PAY UNDER THIS POLICY

Irrespective of and Employee's classification under this Policy (except for Apprentices), the minimum rates of pay shall be EW4 or higher.

83. SECTION C – TRAINING

COMMITMENT TO TRAINING

The parties to this Agreement recognise that in order to increase the efficiency and productivity of the Electrical Contracting Industry, a continuing commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more suitably skilled and flexible workforce;
- (b) providing Employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the utilisation of skills acquired.

Within 6 months of the approval of this agreement by the Fair Work Commission, a training committee will be established. That training committee will be constituted by equal numbers of Employer and Employee representatives and have a charter which clearly states its role and responsibilities, for example.

- (a) formulation of a training programme and availability of training courses and career opportunities to Employees;
- (b) dissemination of information on the training programme and availability of training courses and career opportunities to Employees;

- (c) the recommending of individual Employees for training and reclassification;
- (d) monitoring and advising management and Employees on the on-going effectiveness of the training.

Additional training

Where through a training committee and with the Employee concerned, it is agreed that the additional training in accordance with the programme developed should be undertaken by an Employee, that training may be undertaken either on or off the job:

Provided that if the training is undertaken during ordinary working hours the Employer concerned will not unreasonably withhold such paid training leave.

Where agreed additional training is undertaken by an Employee, any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the Employer's technical library) incurred in connection with the undertaking of training will be reimbursed by the Employer upon production of evidence of such expenditure:

Provided that reimbursement will also be on an annual basis subject to the presentation of reports of satisfactory progress.

Travel costs incurred by an Employee undertaking agreed additional training in accordance with this clause, which exceed those normally incurred travelling to and from work, will be reimbursed by the Employer.

SKILL DEVELOPMENT

The Company acknowledges the changing pace of technology in the construction/electrical contracting industry and the need for Employees to understand those changes and have the necessary skill requirements to keep the Company at the forefront of the industry.

The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) Developing a more highly skilled and flexible workforce.
- (b) Providing Employees with career opportunities through appropriate training to acquire the additional skills as required by the Company.

Taking into account:

- (a) the current and future skill needs of the Company;
- (b) the size, structure and nature of the Company; and
- (c) the need to develop vocational skills relevant to the Company and the Electrical Contracting Industry.

The Company is committed to developing and implementing skills formation opportunities for its workers covered by this Agreement.

Specific training will be given to all Employees who, through promotion or changing job roles, need training in specific areas. Training provided by the Company has traditionally been carried out during normal working hours.

The Company will pay for course fees and training time for Company required courses. Special courses requested by Employees will be assessed on a Company-needs basis. Suitable arrangements and provision of costs will then be determined. Out of hours training time for these courses will not be paid by the Company.

Where a course (such as a cabling course) has a licence requirement which is beneficial to the Company, the Company will pay for the course fee, manuals, materials, books and updates. Licence renewal will be the responsibility of the Employee.

QUALITY ASSURANCE

The parties endorse the underlying principles of the Company's quality management system, which seeks to ensure that its services are provided in a manner which best conforms to the requirements of the contract with its customer. This requires the Company to establish and maintain, implement, train and continuously improve its procedures and processes, and the Employees to follow the procedures, document their compliance and participate in the improvement process. In particular, this will require Employees to regularly and reliably fill out documentation and checklists to signify that work has been carried out in accordance with requirements. Where necessary, training will be provided in these activities.

CONSTRUCTION WIRING COURSE

Where the Employer is responsible for the installation of Construction wiring, such wiring will comply with the appropriate standards being AS:NZ/3012, AS:NZ/3000 AS/1680 & AS/2293.2.

On each site, the Employer will nominate electrician/s responsible for the Construction Wiring on each site.

Those nominated electrician/s responsible for Construction Wiring will attend and successfully complete that agreed accredited training course delivered by an accredited training provider.

The Employer will release relevant Employees during normal working hours without loss of pay to attend such training.

MULTISKILLING

It is a condition of this agreement that all Employees understand and accept that they may be required to undertake a variety of tasks, both skilled and semi-skilled (for example, welding brackets, painting brackets or carrying out some other task) which are not specifically within their trade provided the task is within the Employee's competencies. The work will be incidental to the primary duties of the Employee's classification.

The relevant National and State Industry Training Advisory Boards, covering the vocational areas of electro-technology (electrical and electronics), will have the responsibility, with the support of the

industrial parties, for the development of training packages and accredited training products for endorsement by the Australian National Training Authority or the State Training Authorities and the provision of advice and assistance to the Australian National Training Authority and the State Training Authorities in respect of matters relating to training in the industries and callings covered by this Agreement including, but not limited to, the following:

- (a) qualifications, units of competency and accredited training products;
- (b) competency and other training and skills standards;
- (c) industry endorsed training courses;
- (d) underpinning knowledge and skills;
- (e) on-the-job training guidelines.

TRAINING PAYMENTS

- (a) The Company will make payments to Jetco Inc for the purposes of providing training funds for Employees for skills within the Queensland Electrical Contracting Industry ("the training contribution").
- (b) The training contribution will be a total amount being the sum of \$15 per pay period per Employee, inclusive of casuals but excluding apprentices, employed by the Company who have worked 19 hours or more in the pay period concerned.
- (c) The parties agree that due to the important nature of apprentices development the Employer will contribute \$10.00 a week to the JETCO training fund for each apprentice. Only apprentices who work more than 19 hours a week will qualify for this payment. (This payment does not entitle apprentices access to redundancy payments over and above those stated in the NES or in the specific circumstances as detailed in this Policy.
- (d) For the purposes of (b) all periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.
- (e) The training contribution is in addition to the payments provided for under the relevant section of the Policy called "Redundancy".
- (f) The training contribution is to be made to Jetco Inc on or before the 15th of each month.
- (g) The maximum training contribution inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation will be \$10 per pay period per Employee.
- (h) No Employee will, pursuant to this clause, be entitled to receive any payment from the Company directly or indirectly, provided that Employees will be entitled, subject to Jetco Inc's agreement, to recover from Jetco Inc reimbursement of approved training costs.

TRAINING PAYMENT (per week)					
All Employees, other than Apprentices					
	On commencement	1 July 2024	1 July 2025	1 July 2026	1 July 2027
	\$15	\$15	\$15	\$15	\$15
Apprentices					
	\$10	\$10	\$10	\$10	\$10

JETCO

Jetco Inc's purpose is to advance the electrical trades sector through enabling innovative, needs based, leading edge solutions to training, industry leadership development, workplace health and safety, and Employee engagement particularly by enabling future orientated skills and competencies development. Jetco Inc's core business objectives are:

- increasing the electrical trades sector competency and professionalism;
- improving worker career opportunities and satisfaction; and
- building the sector's workforce of the future.

In addition to the amounts set out above, for Employees working on a Commercial Construction Work Site the Employer agrees to support Jetco Inc by contributing for each such Employee, including casuals, apprentices, the weekly amount of \$10 per week.

ADDITIONAL JETCO PAYMENT					
	On commencement	1 July 2024	1 July 2025	1 July 2026	1 July 2027
	\$10	\$10	\$10	\$10	\$10

To avoid all doubt, this amount is paid in addition to ALL PAYMENTS set out above.

Contributions will continue to be paid on behalf of an Employee during any period of authorised leave.

Administrative Arrangements

The Company will, for administrative purposes only, remit the Redundancy Fund payment and the training payments referred to in this clause as one sum of money, and a receipt will be a sufficient receipt for determining compliance.

84. SECTION D – OTHER ALLOWANCES

In addition to the payment of wages the following allowances will be paid. Where appropriate these allowances will form part of the ordinary weekly wage for all purposes of the agreement. (e.g. overtime, sick pay, annual leave, statutory holidays etc.).

Except where otherwise provided in this Agreement, all allowances will remain fixed for the duration of the Agreement.

For the purposes of this agreement building construction work will be deemed to include all electrical work carried out during the construction of new buildings, the construction of additions to existing buildings and the necessary alterations to existing buildings to make them conform to any new additions and the demolition of buildings.

Site Allowance

(a) *Commercial Construction Work Division*

All Employees who are working on a Commercial Construction Work Site will be paid the following Site Allowance.

The scale of hourly site allowance is:

Total Construction Contract Value in Millions of Dollars			Hourly Site Allowance
100	To	200	\$3.50
200	To	300	\$4.50
300	To	400	\$5.00
400	To	500	\$5.50
500	To	600	\$6.00
600	To	700	\$7.00
700	To	800	\$8.00
800	To	900	\$9.00
900	To	\$1bil	\$10.00
\$1bil and over			\$11.00

Conditions of payment

The allowance detailed above will be paid as a flat amount for each hour worked and will remain unaltered for the duration of the project.

The total construction contract value is the total cost of all works associated directly or indirectly with the construction project and is not limited to the contract value of the company.

The site allowance compensates for all special factors and/or disabilities on a project and is in lieu of the following special rates - confined space, wet work, dirty work, second hand timber and fumes.

The allowance is not subject to any premium or penalty and will compensate for all disabilities associated with that worksite.

The allowance detailed above will be paid as a flat amount for each hour worked and will remain unaltered for the duration of the project.

Height money

Employees, other than linespersons and their assistants, required to perform work at a height from 15.25 metres to 22.87 metres from the ground or low-water level or nearest horizontal plane will be paid in accordance with the table below the following payment per week extra.

From approval	From 1 July, 2024	From July 1 2025	From July 1 2026	From 1 July 2027
\$17.67 per week	\$18.55 per week	\$19.47	\$20.45	\$21.47

Employees required to perform work at a height of over 22.87 metres from the ground or low-water level or nearest horizontal plane will be paid in accordance with the table below the following payment per week extra.

From approval	From 1 July, 2024	From 1 July 2025	From 1 July 2026	From 1 July 2027
\$26.57 per week	\$27.90 per week	\$29.29 per week	\$30.75 per week	\$32.28

In addition to the payment of wages the following allowances will be paid. Where appropriate these allowances will form part of the ordinary weekly wage for all purposes of the agreement. (e.g. overtime, sick pay, annual leave, statutory holidays etc.).

Except where otherwise provided in this Agreement, all allowances will remain fixed for the duration of the Agreement.

Building construction work (All Purposes Allowance)

For the purposes of this agreement building construction work will be deemed to include all electrical work carried out during the construction of new buildings, the construction of additions to existing buildings and the necessary alterations to existing buildings to make them conform to any new additions and the demolition of buildings.

Emergency work

Employees called out on emergency work will be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, but they must return home within a reasonable time, and payment will be calculated accordingly, but such payment will not be less than 3 hours wages at ordinary rates.

First aid person

When an Employee, who holds an appropriate First Aid Certificate is appointed by the Employer as a First Aid Attendant they will be paid in accordance with the table below, in addition to their ordinary rates.

From approval of the Agreement	From 1 July 2024	From 1 July 2025	From 1 July 2026	From July 2027
\$21.80	\$22.89	\$24.03	\$25.23	\$26.49

Leading hand

In addition to the wages prescribed by this Agreement, and in accordance with the wage rates set out in the relevant sections in this Policy, Leading Hands will be paid an additional all-purpose allowance each week where these Employees are employed for not less than 36 hours per week inclusive of statutory holidays and an all-purpose daily rate when required to work less than 36 hours.

This additional payment will be paid for all purposes of the Agreement and will be regarded as part of the wage of the Employee concerned and will be taken into consideration in the computation of overtime, payment for annual leave, sick leave, statutory holidays, weekend work etc.

Foreperson

In addition to the wages prescribed by this Agreement, and in accordance with the wage rates set out in the relevant sections of this Policy, Forepersons Grade 1 and Forepersons Grade 2 will be paid an additional all-purpose allowance each week.

This additional payment will be paid for all purposes of this Policy and will be regarded as part of the wage of the Employee concerned and will be taken into consideration in the computation of overtime, payment for annual leave, sick leave, statutory holidays, weekend work etc

Live sewer work

Tradespersons and their assistants engaged on live sewer work will be paid at the rate of time and a half for such work.

For this purpose "live sewer work" will mean work carried out in situations where there is direct aerial connection with a sewer, through which sewerage is flowing. The term will include mechanical and electrical equipment installed in association with any such sewer or sewerage pumping station or treatment works, but will not apply to routine maintenance which does not require the dismantling of pumps etc. The term will also include a minimum payment of one hour for work on pumps after removal from a pumping station or treatment works for cleaning or stripping.

Where aerial connection with a sewer is blocked by a disc, plug, valve, water seal or other means, the live sewer rate will not apply.

Employees who are, on any day, required to carry out work in connection with the release of blockages in sewerage lines and connections thereto (including pumps) will be paid not less than 4

hours at time and a half during ordinary hours or at the appropriate rate for overtime. All times involved in travelling to and from such operations will be deemed to be time worked for this purpose:

Provided that the relevant sections of this Policy in relation to "Construction, Reconstruction, Alteration, Repair and/or Maintenance Work" will not apply when Employees are engaged on live sewer work.

Motor vehicles drawing trailers

Employees driving a motor vehicle to which a trailer is attached will be paid in addition to the rates prescribed herein the extra applicable amount set out hereunder:

- (a) \$1.89 per day when drawing a loaded single axle trailer.
- (b) \$1.05 per day when drawing an empty single axle trailer.
- (c) \$2.63 per day when drawing a loaded trailer with more than one axle.
- (d) \$1.37 per day when drawing an empty trailer with more than one axle:

Provided that:

- (i) When in any day an Employee drives a motor vehicle drawing an empty and a loaded trailer they will be paid for that day the extra rate applicable for such loaded trailer.
- (ii) Not more than one trailer will be attached and drawn at any one time.
- (iii) The extra payment prescribed herein will not apply to Employees driving articulated vehicles or machinery floats and/or low loaders.
- (iv) These allowances will apply only in respect of the drawing of trailers having a loading capacity in excess of .508 tonnes.
- (v) The term "trailer" does not include caravans, compressors, concrete mixers, welding plants and road brooms.

For motor vehicles drawing caravans, compressors, concrete mixers or welding plants - An Employee driving a motor vehicle to which any of the following is attached. viz.: caravan, compressor, concrete mixer or welding plant, will be paid at the rate of 17c per hour or part thereof whilst so engaged, in addition to their rate of wages prescribed herein.

Multi-storey allowance

A multi-storey allowance will be paid to compensate Employees, engaged on construction on-site, for the disabilities experienced in, and which are peculiar to the construction of multi-storey buildings.

To be clear, , a storey level means structurally completed floor, pillars or columns, and ceiling (not being false ceilings) of a building, and will include basement levels and mezzanine or similar levels (but excluding "half-floors" such as toilet blocks or store rooms located between floors).

A multi-storey allowance in accordance with the table set out below will be payable to all Employees engaged on construction on-site from the commencement of the project where the Project is to exceed four storeys. where the Project is to exceed four storeys.

The commencing point of measurement will be the lowest main floor (including basement floor levels but excluding lift walls and shafts of the building). "Floor level" means that state of construction which, in the completed building, would constitute the walking surface of the particular floor level referred to in the table of payment.

(a) Multi-storey Rate - For work on the construction of multi-storeyed buildings and on engineering construction sites, the following will apply:

	From commencement	1 July 2024	1 July 2025	1 July 2026	1 July 2027
From commencement of building to fifteenth (15) floor level	\$1.45	\$1.52	\$1.60	\$1.68	\$1.76
From sixteenth (16) floor level to thirtieth (30) floor level	\$1.72	\$1.81	\$1.90	\$1.99	\$2.09
From thirty-first (31) floor level to forty-fifth (45) floor level	\$2.68	\$2.81	\$2.95	\$3.10	\$3.25
From forty-sixth (46) floor level to sixtieth (60) floor level	\$3.47	\$3.64	\$3.82	\$4.01	\$4.21
From sixty-first (61) floor level onwards	\$4.23	\$4.44	\$4.67	\$4.90	\$5.15

The allowance payable at the highest point of the building will continue until completion of the building. Completion means the building is fully functional and all work which was part of the principal contract is complete

Provided that the exclusion of odd wall panels, sections or windows for the purpose of entrance or exit of materials or the anchoring of cranes, external lifting devices or scaffolding will not prevent the walls of a building being defined as completed.

Qualified Technical Person (QTP) Allowance

Any Electrical Mechanic who holds the qualifications eligible to be granted an Electrical Contractors' Licence, may be named as a QTP to an Electrical Contracting Company.

Where the QTP is required to fulfil the role of endorsee to the Electrical Contracting Company and sign the appropriate paperwork, an all-purpose rate payment of \$250 per week.

The Employer will support the QTP in meeting their obligations under the Electrical Safety Act.

The QTP's role will include but not be limited to:

- Investigations of any near miss or incident involving electricity.
- Conduct random inspections of tradesman's work and oversee new tradesman work when they begin.
- Be involved with review and implementation of new testing and commissioning procedures and any other procedure that involves electricity.
- Setting up safe systems of work.

Tool allowance

Employees (other than Apprentices) who possess the minimum tool list as agreed, and supply and use their own tools in the course of their work, will be paid the weekly Tool Allowance applicable hereunder.

From approval of the Agreement	1 July 2024	1 July 2025	1 July 2026	1 July 2027
\$40.00	\$42.00	\$44.10	\$46.31	\$48.63

Minimum Tool List:

- Tool Box and Lock
- 8 various screwdrivers (all insulated and two Philips head)
- Side Cutters/Knife
- Combination Pliers
- 2 Adjustable Wrenches, Small/Large
- Steel Rule/Steel Tape
- Spanners. (Metric). Set of 6 O/ring combination/full socket set
- Multi Grips/Vice Grips
- Hammer
- Cold Chisel
- Hand Crimping Tool. (Similar to Utilux SKU102-1)
- Full set of Allen keys
- Level
- Battery Operated Drill

- Gas Bottle (79kg)
- Hacksaw
- Conduit cutters
- Battery impact driver
- Needle Nose Pliers
- Plaster Saw
- Tin Snips
- Cable Strippers
- Test lamps

Variations to the above list may be agreed to between the parties.

All precision tools over 30 centimetres in length, files, and hacksaw blades, hand saws, heating appliances, stocks and dies, and pipe grips (over 25 centimetres in length) required in the fitting and repairs shop or in connection with work outside the shop will be provided by the Employer.

- (a) An employer will either supply each apprentice with tools of trade of no less than \$600 retail value or pay to each apprentice a tool allowance of \$600 for each year of their apprenticeship, paid within 3 months of the commencement of each year of the apprenticeship.
- (b) All Employees will be allowed such reasonable time as the Employer deems necessary during working hours on the last working day of each week to put their tools, benches and machines in order.
- (c) Storage of Tools:
 - (i) Suitable accommodation will be provided for the preservation of the Employee's tools and clothing.
- (d) An electrical worker, whilst engaged on a construction site where they are unable to arrange suitable free storage accommodation for their tools, will be provided with same by the Employer.
- (e) Provided further that, where an Employee is absent from work because of illness or accident occurring during working hours, the Employer will ensure that the Employee's tools are either transported to the Employer's premises or are securely stored during their absence.
- (f) Compensation for Loss of Tools:
 - (i) The Company is to provide a "tool list form" for completion by each Employee on commencement. This form may be adjusted from time to time when the Employee increases/decreases his tools.

Where the Company fails to provide the list as mentioned above the Company will be liable for all tools lost, as determined by the Employee affected.

(ii) Where tools are stored at a workplace

Tools stored at a workplace at the direction of the Company and which are lost due to flood, fire or by breaking and entering whilst securely stored in a lockup on major construction sites, a site shed, building or workshop must be replaced by the Company provided that:

- (a) the list of those tools has been previously provided to the Company and agreed with by the Company as necessary for work at that workplace; and
- (b) the loss is reported to the police.

(i) Where tools are stored in a Company vehicle

Tools stored in a Company vehicle at the Company direction and which are lost due to flood, fire or by breaking and entering or by the vehicle being stolen must be replaced by the Company provided that:

- (a) the Employee has taken appropriate precautions to prevent the loss including locking the vehicle and any storage facilities on the vehicle; and
- (b) the list of those tools has been previously provided to the Company and agreed with by the Company as necessary for work at that workplace; and
- (c) the loss is reported to the police.

Tool replacement will be based upon the same (or equivalent) standard and type to those declared under (i)(A) and (ii)(B).

However, if the Employer has requested the Employee to supply a list of tools kept on the job and the Employee has not supplied such a list the Employer's liability will be limited to a maximum amount of \$1000.

Tradespersons allowance

- (a) People who hold an Electrical Mechanics Certificate issued by the Electrical Safety Office, or its equivalent, will be paid an additional all-purpose amount for each week of their employment. Such payment is in recognition of the additional responsibilities assumed by such Tradespersons, for testing and connecting their own work, in accordance with the relevant electrical safety legislation.
- (b) This Allowance is payable for all purposes of the Policy and is included in the wage rates set out in the relevant sections of this Policy.

Underground work

Employees provided for in this Policy who are employed at or in connection with mines, will be paid, for working underground, 12.5 per cent more than the hourly rate as specified in the wages table.

Additional PPE Allowance

Employees will be paid an additional PPE allowance in compensation for the additional disability for wearing mud boots, respirators and disposable protective suits. The allowance will be \$1.70 per hour indexed in line with the yearly increases to other allowances.

Asbestos Allowance

Employees will be paid an Asbestos Allowance for working with asbestos. This allowance will be paid in addition to the PPE allowance where applicable. The allowance will be \$1.70 per hour indexed in line with the yearly increases to other allowances.

Tunnelling Allowance

A flat tunnel allowance of \$40.00 per day will be paid to all Employees who complete a minimum of an eight (8) hour shift where the Employee is required to work underground. This allowance shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.

Technology Allowance

Where the Employer requests and the Employee agrees, an Employee may use their own technology (e.g., mobile phone or tablet), and be paid a weekly technology allowance of \$100.00 per week.

85. SECTION F – SALARY SACRIFICE

Upon written request by the Employee, the Company will provide salary sacrifice arrangements to Employees provided the salary sacrifice instruction is and remains lawful under legislation, is consistent with the requirements of the Australian Taxation Office and is limited to additional Employee contributions into superannuation and or income protection insurance to top up or increase benefit levels. All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

An Employee may request in writing a maximum of two variations to their salary sacrifice arrangements per year. These variations will be effective from the next contributing month. These contributions can be terminated immediately by the written request of the Employee.

86. SECTION E – REDUNDANCY

Redundancy

Objectives

The objectives of this provision are to:

- Provide sufficient flexibility to effectively address workforce issues arising from the rationalisation of operations and services from time to time, the changing nature of work and/or the rapidly changing environment within which the Employer operates.
- Maintain Employees in employment within the Employer wherever possible.
- Give preference to redeployment and voluntary retrenchment where appropriate.

Consultation before terminations

- (a) Where an Employer decides that the Employer no longer wishes the job an Employee has been doing to be done by anyone, and that decision may lead to termination of employment, the Employer will consult the Employee directly affected and their representative/s, if any.
- (b) The consultation will take place as soon as it is practicable after the Employer has made a decision and will cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the Employees concerned. Consultation will include any relevant Employee Representatives and/or Union Delegate/s.
- (c) For the purpose of the consultation the Employer will, immediately, provide in writing to the Employees concerned and their representative/s, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:
- (d) No permanent Employee shall be made redundant under this Agreement where there the Company has engaged casual employees, labour hire or sub-contractors performing comparable/similar work.
- (e) The Employer will call for voluntary redundancies before giving effect to any forcible redundancies.
- (f) Provided that the Employer will not be required to disclose confidential information, the disclosure of which would be adverse to the Employer's interests.
- (g) Provided further that any information provided in relation to this subclause must not breach the provisions of the Privacy Act 1988 or the Act.

Transfer to lower paid duties

- (a) Where an Employer offers the Employee an alternative role which is lower paid, and the Employee accepts (noting that the Employee may refuse if the offer is not suitable), the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated.
- (b) The Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the Employer would have been liable to pay and the new lower amount the Employer is liable to pay the Employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the Employee; and
 - (ii) the amounts payable to the Employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the Employee's employment contract.

Transfer of business

- (a) Where a business is, whether before or after the date of insertion of this clause in the Agreement transferred from an Employer (old employer to another Employer (new employer), and an Employee who at the time of such transfer was an Employee of the old employer of the business, becomes an Employee of the new employer:
- (i) the continuity of the employment of the Employee will be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the Employee has had with the old employer or any prior employer will be deemed to be service of the Employee with the new employer; and
 - (iii) any accrued personal, annual or long service leave transfers to the new employer.
- (b) In this section of the Policy, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

Time off during notice period

- (c) Where a decision has been made to terminate an Employee in the circumstances outlined in this clause, the Employee will be allowed one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (d) If the Employee has been allowed paid leave for more than one day per week during the notice period for the purpose of seeking other employment, the Employee may be required to provide a statutory declaration.

Notice to Centrelink

Where a decision has been made to terminate Employees the Employer will notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the Employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

Notice to CIRT

Where an Employee's position has been made redundant in the circumstances outlined in this clause the Employer will provide to CIRT any necessary documentation within 24 hours of the decision.

Severance pay

- (a) Where the company pays into a redundancy trust fund in accordance with the provision of this Agreement, the company may offset the Employee's entitlement to severance pay by an equivalent amount.
- (b) In addition to the period of notice prescribed for ordinary termination in this Agreement, and subject to further order of FWC, an Employee whose employment is terminated for reasons set out in this clause, will be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	10
More than 6 years but not more than 7 years	11
More than 7 years but not more than 8 years	13
More than 8 years but not more than 9 years	14
More than 9 years but not more than 10 years	16
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (c) 'Weeks' Pay' means the ordinary time rate of pay for the Employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

- (d) Apprentice Severance pay

- (i) In addition to the period of notice prescribed for ordinary termination in this Policy, an apprentice whose is made redundant and has their training contract cancelled, will be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	2
More than 2 years but not more than 3 years	4
More than 3 years but not more than 4 years	6

Employee leaving during notice

An Employee whose employment is terminated for reasons set out in the relevant sections of this Policy, may terminate such employment during the period of notice, and, if so, will be entitled to the same benefits and payments had such Employee remained with the Employer until the expiry of such notice, Provided that in such circumstances the Employee will not be entitled to payment in lieu of notice.

DEFINITIONS

For the purposes of the relevant sections of this Policy:

"Authorised leave" will include periods away from work on:

- (i) Annual leave;
- (ii) Paid personal leave;
- (iii) Compassionate leave;
- (iv) Public holidays;
- (v) Long service leave;
- (vi) Parental leave;
- (vii) Income protection;
- (viii) Rostered days off;
- (ix) WorkCover;
- (x) Any leave which is paid for by the Employer;
- (xi) Any leave pursuant to this Agreement, other than unpaid leave as provided in this Policy, where the period of continuous unpaid leave is greater than 20 days taken at one time; and
- (xii) Any leave pursuant to the National Employment Standard, as set out in the Act, but will not include any periods of continuous unpaid leave (and so that there can be no doubt continuous unpaid leave is a form of leave which does not fall into one of the categories set out as (i) to (xiii)) greater than 20 days leave taken at one time.

"Date of Certification" means the date of certification of this Agreement.

"Division" means one of the following:

Commercial Construction Division (SEQ) **"Redundancy"** for the purposes of this clause means where the Company no longer requires the work which the Employee has been performing to be performed by anyone and this leads to termination of employment, but redundancy does not include:

- (i) termination by the Employee by voluntary resignation, retirement, death or permanent disability or abandonment; or

- (i) termination by the Company for disciplinary reasons.

"Redundancy Fund" means an approved Employee entitlement fund such as the Contracting Industry Redundancy Trust (Queensland);

"Pay period" will mean the period of not more than 7 days over which an Employee's entitlement to remuneration is accrued.

- (a) It is specifically agreed between the Company and the Employees that there will be no action taken to contrive redundancy where situations of genuine redundancy do not exist.

REDUNDANCY PAYMENTS

- (a) All Employees, inclusive of casuals, are entitled to redundancy benefits through payments made by the Employer to the Redundancy Fund ("the Redundancy Fund payment") by the Company on their behalf as set out in the relevant sections of this Policy. All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.
- (b) The entitlement to the Redundancy Fund payment for a pay period will arise when the Employee has worked 19 hours or more during a pay period provided that all periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.
- (c) In circumstances where an Employee's entitlement to the Redundancy Fund payment arises whilst the Employee is on authorised leave then the Redundancy Fund payment will be made in the same quantum as the Redundancy Fund payment paid by the Company in relation to the Employee for the pay period immediately preceding the commencement of the authorised leave.
- (d) The Company will at the time of termination:
 - (i) provide a Redundancy Fund "certificate of employment" to the Employee with the Employee's termination payment, within 4 working days;
 - (ii) ensure all contributions owing to Redundancy Fund in relation to the Employee are paid up to date; and
 - (iii) complete a certificate of employment on the form provided by Redundancy Fund to certify the length of the Employee's employment with the Company and to forthwith forward that certificate to Redundancy Fund .
- (e) When an Employee's employment is terminated by the Company on account of redundancy the Company will pay to the Employee a lump sum that equals the amount the Company is obliged to pay pursuant to the relevant industrial instrument in regard to redundancy less any credits in the Employee's account in Redundancy Fund , provided that if the Company's obligation in relation to redundancy pursuant to the relevant industrial instrument is equal to or less than the credits in the Employee's account in Redundancy Fund , then the Company will not be liable for any further payments in relation to redundancy pursuant to the relevant sections of this Policy.

- (f) All Redundancy Fund payments must be paid to Redundancy Fund on or before the 15th of each month.
- (g) The Redundancy Fund payment will be deemed to be inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation.

REDUNDANCY PAYMENT PER WEEK					
	On commencement	1st July 2024	1st July 2025	1st July 2026	1st July 2027
Employer Contribution	\$120	\$126	\$138	\$151	\$165
Apprentices	\$10	\$10	\$10	\$10	\$10

87. SECTION F – SUPERANNUATION

In addition to the rates of pay prescribed by Section A all eligible Employees will be entitled to Superannuation provisions, as prescribed in this Policy.

In the absence of an Employee having an existing superannuation fund, or nominating a superannuation fund, the Employer will make contributions to CBUS as the default fund until such time as an Employee superannuation standard choice form is returned.

All Superannuation contributions will be paid as required by the trust deed of CBUS.

Superannuation for Employees must be paid in accordance with the provisions of this clause and the relevant sections of this policy that applies to the employment of the Employee. Where there is an inconsistency between this clause and other relevant sections of the Policy, the other relevant sections will apply, except where the superannuation guarantee levy contribution rate set by Commonwealth legislation exceeds the rate set out in this Policy. In such a case the superannuation guarantee levy contribution rate will apply.

Apprentices must have Superannuation contributions paid into their account a contribution that is equal to the provision of the Superannuation contributions in the Superannuation Guarantee Legislation.

All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

DEFINITIONS

- (a) **"Eligible Employee"** will mean an Employee, including an apprentice, engaged to work under the terms and conditions of this Agreement.
- (b) **"The Plan"** will mean CBUS or its successor.
 - (i) **"Ordinary time earnings"** will mean the ordinary time rate of pay the Employee receives for their ordinary hours of work, including:

1. all work related allowances such as tool allowance, tradesperson's allowance, licence Qualified Technical Person (QTP), service increment, construction, reconstruction, alteration and repair and/or maintenance work allowances;
2. shift loading, qualification allowance (e.g. first aid), district/location allowances, leading hand allowances, forepersons allowance, and other supervisory allowances, mobility allowance; and
3. special rates including asbestos eradication allowances, multi-storey allowances, including service core allowance, height money, disability allowances such as live sewer allowance, special sites allowance and underground work allowance.

Contributions

Employer

Subject to the provisions set out in the relevant sections of this Policy, the Employer will make minimum contributions of an amount equal to the minimum superannuation guarantee levy. Further adjustments to the percentage contribution will be made in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth). Each payment of contributions will be rounded off to the nearest 10 cents.

Employee Co- Contribution

All Employees will contribute to their own superannuation fund through co-contribution in accordance with the provisions set out in the relevant sections of this Policy. This co-Contribution will be a salary sacrifice contribution.

It is the Employee's responsibility to advise the Employer should they not wish to co contribute to their own Super account. This must be done in writing by the Employee and specify a date at which the co-contributions are to cease.

The Employer is still obligated to pay the appropriate superannuation amount in accordance with this agreement and at law. The Employee's co-contribution is an amount in addition to the Employer's contribution.

Contributions for part-time or casual Employees, provided they are employed for a minimum of 10 hours per week or 40 hours per month, will be on the same basis as full-time Employees.

Cessation of Contributions

Employee eligibility for contributions to the Plan will cease at the end of the last day of employment with an Employer. The Employer will not be required to make any further contributions to the Plan after such date.

Regular Payment

The Employer will regularly pay the contributions outlined in this clause to the credit of each such Employee in accordance with the requirements of the Approved Fund Trust Deed, but in any event at least once in each calendar month. Where contributions have not been paid within 31 days from the

end of the month in which the last Company contribution was made Employees may access the disputes procedure of this Agreement to rectify the lapse.

Absences from Work

Contributions will continue to be paid on behalf of an eligible Employee during any absences on paid leave including Annual Leave, Long Service Leave including Q Leave, Public Holidays, Domestic and Family Violence Leave, Personal Leave and Bereavement Leave, but the Employer will not be required to pay superannuation contributions on behalf of any eligible Employee during any unpaid absences, except in the case of absence on workers' compensation or income protection. In the case of Workers' Compensation, the Employer will contribute in accordance with relevant sections of this Policy. To avoid all doubt, Employees accessing unpaid leave in accordance with the relevant sections of this Policy are not eligible Employees for the purposes of this clause.

	SUPERANNUATION (per week)				
	On commencement	1st July 2024	1st July 2025	1st July 2026	1st July 2027
Employer Contribution	\$323	\$339	\$356	\$374	\$393
Employee Co-contribution	\$70	\$70	\$70	\$70	\$70

Salary Sacrifice

Upon written request by the Employee, the Company will provide salary sacrifice arrangements to Employees provided the salary sacrifice instruction is and remains lawful under legislation, is consistent with the requirements of the Australian Taxation Office and is limited to additional Employee contributions into superannuation and or income protection insurance to top up or increase benefit levels. All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

An Employee may request in writing a maximum of two variations to their salary sacrifice arrangements per year. These variations will be effective from the next contributing month. These contributions can be terminated immediately by the written request of the Employee.

88. SECTION G - INCOME INSURANCE

The Employer will maintain income protection insurance (sickness and injury) for Employees covered by this Agreement.

The following fund will be used for the purposes of the provision of Income Protection insurance:

Electrical classifications: Windsor Income Protection

For Employees employed in the Commercial Construction Work Division the employer will contribute the following amounts (inclusive of GST) for each of the following Employees as the premium charged for Income Protection:

Premiums will continue to be paid during any absences on paid leave including Annual Leave, Long

		Rates (Inclusive of Stamp Duty)				
		1-Jul-23	1-Jul-24	1-Jul-25	1-Jul-26	1-Jul-27
Electrician	100%	\$ 40.13	\$ 42.93	\$ 45.08	\$ 47.34	\$ 49.70
Apprentice Year 1	36%	\$ 14.38	\$ 15.39	\$ 16.15	\$ 16.96	\$ 17.81
Apprentice Year 2	43%	\$ 17.22	\$ 18.43	\$ 19.35	\$ 20.31	\$ 21.33
Apprentice Year 3	52%	\$ 20.73	\$ 22.18	\$ 23.29	\$ 24.46	\$ 25.68
Apprentice Year 4	60%	\$ 24.08	\$ 25.76	\$ 27.05	\$ 28.40	\$ 29.82
Adult Apprentice Year 1	55%	\$ 22.07	\$ 23.61	\$ 24.79	\$ 26.03	\$ 27.34
Adult Apprentice Year 2	59%	\$ 23.57	\$ 25.22	\$ 26.49	\$ 27.81	\$ 29.20
Adult Apprentice Year 3	62%	\$ 24.74	\$ 26.48	\$ 27.80	\$ 29.19	\$ 30.65
Adult Apprentice Year 4	67%	\$ 26.75	\$ 28.62	\$ 30.05	\$ 31.56	\$ 33.14
		Maximim Benefit (Per Week)				
		1-Jul-23	1-Jul-24	1-Jul-25	1-Jul-26	1-Jul-27
Electrician	100%	\$ 2,400.00	\$ 2,500.00	\$ 2,600.00	\$ 2,700.00	\$ 2,800.00
Apprentice Year 1	36%	\$ 860.00	\$ 960.00	\$ 1,060.00	\$ 1,160.00	\$ 1,260.00
Apprentice Year 2	43%	\$ 1,030.00	\$ 1,130.00	\$ 1,230.00	\$ 1,330.00	\$ 1,430.00
Apprentice Year 3	52%	\$ 1,240.00	\$ 1,340.00	\$ 1,440.00	\$ 1,540.00	\$ 1,640.00
Apprentice Year 4	60%	\$ 1,440.00	\$ 1,540.00	\$ 1,640.00	\$ 1,740.00	\$ 1,840.00
Adult Apprentice Year 1	55%	\$ 1,320.00	\$ 1,420.00	\$ 1,520.00	\$ 1,620.00	\$ 1,720.00
Adult Apprentice Year 2	59%	\$ 1,410.00	\$ 1,510.00	\$ 1,610.00	\$ 1,710.00	\$ 1,810.00
Adult Apprentice Year 3	62%	\$ 1,480.00	\$ 1,580.00	\$ 1,680.00	\$ 1,780.00	\$ 1,880.00
Adult Apprentice Year 4	67%	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00	\$ 1,900.00	\$ 2,000.00

Service Leave including Q Leave, Public Holidays, Domestic and Family Violence Leave, Personal Leave, Bereavement Leave and any approved unpaid absences, including any absence on workers' compensation.

89. SECTION H – TECHNOLOGY

To assist in the company's commitment to health and safety, security of company assets and reduce the Employer's insurance premiums the Employer may install monitoring and surveillance equipment, including GPS, at the workplace and in company vehicles.

Prior to the Employer installing such equipment they will inform the Employees in writing, by posting a notice at the workplace. The written notice will state the type of equipment being installed and the date/s of the installation. The company will then enter into a period of consultation with the workforce

to help identify issues of concern with the implementation of new technology into the day to day operations of the company. This consultation may include but not be limited to discussion around training, security and changes to current work methods. This period of consultation should be no less than one month.

New Employees will be notified of any monitoring equipment during their induction.

If an Employee is using the Employer's equipment and is monitored acting in an unlawful manner and/or a manner that is contrary to this agreement and the employment relationship the Employee's conduct will be investigated and disciplinary action, including termination, may result.

The Employee has the right to respond to any claims against them and the Employee has the right to seek representation at any time during the investigation process and at any disciplinary meetings.

Where any of the above devices incorporate features which allow for remote monitoring or recording of geographical location or movement (such as GPS devices) then the company must gather further evidence relating to the Employees conduct, during the investigation and will not solely rely on the evidence gathered from the monitoring and surveillance equipment to terminate the Employee.

The Employer's preference is to supply all technology required to be used by Employees over the course of their employment (including for signing in and timesheets). Where the Employer and Employee agree, an Employee may use their own technology. In such circumstances, the Employee shall be paid the phone allowance referred above.

Facial recognition technology shall not be used on any Site for the life of this Agreement.

The Employer's preference is to supply all technology required to be used by Employees over the course of their employment (including for signing in and timesheets). Where the Employer and Employee agree, an Employee may use their own technology. In such circumstances, the Employee shall be paid the phone allowance referred above.

Where the completion of timesheets includes attributing codes/hours to various tasks this work shall be performed during work time.

90. SECTION I

INDUCTIONS

This clause applies where an Employee is required to successfully complete a Site Induction Program (SIP). Current Employees or Employees at anytime, may be required at the Company's discretion to undertake refresher courses.

The SIP will be conducted at a central location provided for by the Company. The Company reserves the right to alter the duration of the program and to conduct further and/or refresher programs at any time and when the Company considers it necessary.

After successful completion of the SIP, each Employee, at the Company's discretion, may be issued with a Personal Site Identification Pass (PSIP).

At each induction program arranged by the Company where more than 5 persons are programmed to be in attendance, the Company will invite an Official of the relevant Union to participate in the induction program on the basis that the Official will be allowed reasonable time, as agreed in advance, to explain the need for compliance with the Disputes Avoidance Procedure and report on all or any other matters directly or indirectly associated with the making or operation of this Agreement.

Where an Employee has successfully completed an induction program remotely (for instance online at home), then the Employer will make a payment equivalent to a reasonable amount of time taken to successfully complete the induction program at overtime rates. A reasonable amount of time will have regard to the content and complexity of the program.

Where an Employee is directed to attend another Site and is required to complete another Site Induction Program, the Employee will either perform this work during work time or will be paid at overtime rates.

91. SECTION J - MINIMUM OVERTIME PAYMENT

Overtime will be paid at the applicable overtime rate. Overtime, whether rostered in advance or otherwise, will attract a minimum payment equivalent to two hours at double time. For clarity, if an Employee is rostered to perform one hour's overtime they shall be paid the minimum payment of two hours at double time.

92. SECTION K – OTHER TERMINATION OBLIGATIONS

Statement of employment

The Employer will, in the event of termination of employment, provide upon request to the Employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the Employee.

Termination by Employer

The Employer may dismiss an Employee only if the Employee has been given the following written notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

In addition to the notice in (a) above, Employees 45 years old or over and who have completed at least 2 years' continuous service with the Employer will be entitled to an additional week's notice.

Payment in lieu of notice will be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof. The period of notice will not include any period of leave, Rest & Recreation (R&R) or RDOs.

In calculating any payment in lieu of notice the minimum compensation payable to an Employee will be at least the total of the amounts the Employer would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the Employee; and
- (ii) the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the Employee's employment contract.

The period of notice will not include any period of leave, Rest & Recreation (R&R) or RDOs. For clarity (and to avoid all doubt) this means that where an Employee is on a period of leave (or R&R or RDOs) and the employer provides the Employee with notice, the period of notice does not commence until such time as the period of leave (R&R or RDOs) has finished.

The period of notice in this clause will not apply in the case of dismissal for serious misconduct, or in the case of a casual Employee, or an Employee engaged by the hour or day, or an Employee engaged for a specific period or task/s.

Notice of termination by Employee

The notice of termination required to be given by an Employee will be the same as that required of the Employer as set out above.

Time off during notice period

During the period of notice of termination given by the Employer, an Employee will be allowed up to one day's time off, without loss of pay, for the purpose of seeking other employment. This time off will be taken at times that are convenient to the Employee after consultation with the Employer.

93. SECTION L

EMPLOYEE REPRESENTATIVES' RIGHTS

The Employer will recognise the following rights of an Employee representative:

- (a) The right to be treated fairly and to perform their role as an Employee representative without any discrimination in their employment;
- (b) The right to be consulted and to have access to relevant information about the workplace and the Employer, including in relation to health and safety issues and any flexibility arrangements agreed to in accordance with the relevant sections of this Policy, provided that access to such information is not in breach of the provisions of the Privacy Act 1988 or the Act;

- (c) The right to paid time to represent the interests of Employees whom they represent including to the Employer, the Union and/or industrial tribunals. Such paid time will be paid inclusive of all allowances the Employee would normally receive;
- (d) The right to paid time during normal working hours to deal with matters pertaining to the employment of Employees they represent. Such paid time will be paid inclusive of all allowances the Employee would normally receive;
- (e) The right to paid time to attend accredited industrial and dispute resolution education and training, and industry-based conferences, during normal working hours. Such paid time will be paid inclusive of all allowances the Employee would normally receive;
- (f) The right of access to private telephone, facsimile, post, photocopying, Internet and email facilities on major projects (and elsewhere where practicable) for the purpose of carrying out their role as Employee representatives under this Agreement;
- (g) The right to place information on a notice board in a prominent location in the workplace for the purpose of carrying out their role under this Agreement.

The employer will provide the Employee representative/union delegate with an iPad or similar technology to assist them in the performance of their functions.

Where an Employee is a member of a Union representative committee (such as First Nations, Women, Apprentices), that Employee will have the right to paid time to attend training in industrial and dispute resolution, and industry conferences.

Employee Representatives and OHS Representatives will be allowed without loss of pay all reasonable time during working hours to attend to their roles which includes, but is not limited to, the Employee representative rights set out in this clause.

The Employer will release from work without loss of pay each accredited Delegates and Occupational Health and Safety Representative to attend monthly meetings conducted by the Union to consult on industry related matters.

Workers' Health and Safety Representatives and Deputy Workers' Health and Safety Representatives are entitled to the HSR allowance as described in this Agreement.

Other meetings agreed by the Employer and the Union will also be covered by this clause.

94. SECTION M

HOURS OF WORK, BREAKS, OVERTIME AND SHIFT WORK

For Employees, other than Employees employed in the Coal Work Division, the ordinary hours of work will not exceed an average of 36 per week.

For Employees employed in Coal Work Division the ordinary hours of work will not exceed an average of 35 per week.

The ordinary hours of work prescribed herein, will be worked continuously, except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 p.m. Mondays to Fridays inclusive.

Subject to agreement between the Employer and the majority of Employees concerned, the ordinary hours of work may be worked on one of the following bases:

- (a) By Employees working less than 8 ordinary hours each day;
- (b) By Employees working less than 8 ordinary hours on one or more days each work cycle;
- (c) By fixing one or more work days on which all Employees will be off during a particular work cycle;
- (d) By rostering Employees off on various days of the week during a particular work cycle, so that each Employee has one work day off during that cycle:

Employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle, provided that a work cycle will not exceed 4 weeks. The ordinary hours of work will not exceed 10 hours on any day

Except as provided in below (RDOs), the 36 hour week will be worked in accordance with the following provisions for a two week cycle, Monday to Friday inclusive, with nine working days of eight hours each, with 0.8 of one hour each day worked accruing as an entitlement to take a day off (RDO) as rostered in each cycle.

Different methods of implementation of the hours of work may be applied to various groups or sections of Employees by agreement. Staggered starting and finishing times may be introduced by agreement with the Employees at the site to help overcome any problems or potential delays. As a consequence, breaks taken during the course of the day may also be staggered.

The parties agree that the current working arrangements for hours of work provisions (including, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods) may be altered on any work site during the life of this Agreement following consultation and agreement between the Company and the majority of directly affected site Employees, or individual, so as to provide greater flexibility and to meet project and/or shift work or operational requirements.

However, the average of 36 hours per week and the spread of hours, ie 6.00am and 6.00pm on any or all of the days Monday to Friday, are not subject to alteration.

The ordinary hours of work will be worked continuously except for meal breaks.

Each day stands alone for the purposes of calculating overtime.

ROSTERED DAYS OFF (RDO'S)

General

The parties agree that there are potential benefits for the Company and Employee in allowing greater flexibility in taking RDO's. It is intended that the Company's workplaces may remain open during designated industry RDO's.

The company, in consultation with its Employees, will develop and agree on a calendar of RDOs, taking into account the particular circumstances of the Employer's business.

In the absence of agreement being reached, Employees will work a 9-day fortnight or the union RDO calendar until the matter has been resolved in accordance with the disputes procedure.

Notwithstanding any other provision, where the arrangement of ordinary hours of work provides for a rostered day off, the Employer and the majority of Employees concerned, may agree to accrue up to a maximum of 5 rostered days off.

Where such agreement has been reached, the accrued rostered days off will be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off will not be unreasonably withheld by either party.

Further, provided agreement is reached between the Employer and the majority of Employees concerned, or where the Employer and an individual Employee so agree, another ordinary working day may be substituted for the scheduled day off. However, any substituted day will be taken within 2 calendar months

Access to and payment for RDO hours will be paid in accordance with the provisions of the Division applying to the Employee at the time of accessing or payment.

Commercial Construction Work Division

Employees engaged on a Commercial Construction Work will take RDO's applicable with the RDO calendar.

The Company is committed to Employees taking their rostered day off on the day it falls due, however the parties recognise that from time to time the Company may require Employees to work their rostered day off.

RDO Flexibility

- (a) There will be flexibility in taking RDOs against the principle of balancing the needs of the Employee and the Employer. This flexibility will be arranged by agreement between the Employer and the majority of Employees concerned.
- (b) It is recognised by all persons covered by this Agreement that job creation and quality of life is vital to Employees and the Electrical and Communications Contracting Industry, therefore, flexibility in taking RDOs may be achieved by the Employer and an Employee(s) agreeing to change their RDOs to another mutually convenient day.

Substitution of RDOs

- (a) The Employer may substitute the day an Employee is to take off for another day and require the Employee to work on that day off if such work is necessary to allow other Employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular job or for other reasons arising from unforeseen or emergency circumstances. In these circumstances the Employee shall be entitled to double time for all hours worked, in addition to the RDO being substituted in accordance with subclause (b) below.

- (b) An individual Employee, with the agreement of the Employer, may substitute the day the Employee is to take off for another day.

Where an Employee, who has been engaged on a Commercial Construction Work Site and has a balance of accrued RDO hours at the time of termination those accrued hours must be paid to the Employee at the rate of double time for each accrued RDO hour or part thereof.

For all other Employees, where the Employee has a balance of accrued RDO hours at the time of termination those accrued hours must be paid to the Employee at the ordinary time rates for each accrued hour or part thereof.

STARTING TIME AND PLACE

The parties agree to develop and follow procedures to eliminate lost time and make better use of available working time, e.g. start and finish at the designated workplace at normal start and finish times, except where extraordinary conditions pose difficulties.

The workplace will be deemed to be no further than the closest lift on high-rise construction and no further than 50 metres from the lunch shed on low-rise construction. The workplace will be mutually agreed between the Company and the majority of Employees on individual sites and varied from time to time, as the nature of the site requires it. If no agreement is possible, it will be dealt with in accordance with the disputes procedure.

All Employees will be at their designated workplace ready to commence work and finish work at the correct times. For the purpose of this Agreement 'designated workplace' means:

- the depot;
- Site; or
- the location where fitness for work testing is conducted.

Provided that where an employee is required to undertake any form of testing to establish their fitness for work, including but not limited to drug and alcohol testing, all such testing will occur during ordinary working hours and the location of the testing will be considered to be their 'designated workplace'.

OVERTIME

5.4.1 Employees may be required to work a reasonable amount of overtime, however weekly hours will usually not be more than 50 hours per week, or 10 hours per day, for each individual Employee. This limit may be exceeded to meet productivity initiatives including (but not limited to) installation and commissioning of services, and final fitout works, provided that an Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to matters including:

- (a) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;
- (b) the Employee's personal circumstances including any family responsibilities;

(c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it;

(d) or any other relevant matter.

- 5.4.2 All time worked in excess of relevant sections of this Policy or before the ordinary starting time or after the ordinary ceasing time will be deemed overtime.

Overtime will be paid at the applicable overtime rate. Overtime, whether rostered in advance or otherwise, will attract a minimum payment equivalent to two hours at double time. For clarity, if an Employee is rostered to perform one hour's overtime they shall be paid the minimum payment of two hours at double time.

Each day is to stand alone when overtime is being computed, except where an Employee commences overtime on one day and continues to work such overtime into the next day.

Employees, engaged on a Commercial Construction Work Site who work overtime will be paid at the rate of double time.

Where Employees are required to report for work between midnight and 6.00am they shall be paid at the rate of double time for all time so worked up to the ordinary starting time Monday to Friday.

Saturday and Sunday - All overtime work done on Saturdays and Sundays will be paid at the rate of double time.

Payment for overtime on Public Holidays is in accordance with the below.

To avoid all doubt where an Employee is required to work beyond the sixth hour without a meal break, all time so worked is to be counted when determining the appropriate overtime rate to be paid.

- 5.4.3 An Employee recalled to work overtime after leaving the Employer's business premises on Monday, Tuesday, Wednesday, Thursday or Friday (whether notified before or after leaving the premises) will be paid for a minimum 4 hours' work at the appropriate overtime rate for each time they are so recalled:

Provided that, except in the case of unforeseen circumstances arising, the Employee will not be required to work the full 4 hours if the job they were recalled to do is completed within a shorter period:

Provided also that overtime worked in cases where it is customary for an Employee to return to the Employer's premises to perform a specific job outside their working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time, will not be regarded as overtime.

- 5.4.4 Minimum Payment for Saturdays and Sundays - When an Employee is called upon to work on a Saturday or Sunday, they will, except in the case of emergency, receive a minimum of 4 hours pay at the rates prescribed in the relevant sections of this Policy.

- 5.4.5 Overtime worked in any calling, in or in connection with which more than one shift per day is worked, will be paid for at the rate of double time.
- 5.4.6 For all Employees engaged in Shift Work, all time worked in excess of 8 hours in any one day will be paid at overtime rates.
- 5.4.7 Systematic overtime will not be worked; it will be considered such when 3 continuous weeks' overtime has been worked, provided that the above will not apply when extra labour is not available forthwith.
- 5.4.8 The assignment of overtime by the Employer to an Employee will be based on specific work requirements and the practices of "one in, all in" overtime will not apply.
- 5.4.9 Meal hours or portion of meal hours worked will be paid for at double time. When a meal hour is worked, there will be a break of thirty minutes as soon as possible thereafter for "crib", for which no deduction of pay will be made. No Employee will be required to work more than 6 hours without a break for a meal.
- 5.4.10 *Meal allowance*

An Employee, other than an Employee living in camp, who is required to continue work after the usual ceasing time will be supplied with a reasonable meal at the Employer's expense, or be paid a meal allowance outlined below in lieu thereof, on the following basis:

On Commencement	From 1 July, 2024	From 1 July 2025	From 1 2026	From 1 2027
\$16.70	\$17.54	\$18.11	\$19.33	\$20.30

(a) meal allowance provisions will apply, where the overtime is of at least 2 hours duration, or at least one hours duration, if such overtime extends beyond 6.00 p.m.

(b) a further meal or meal allowance will be provided after each period of 4 hours' work.

In cases of emergency, where Employees are unable to leave their work to procure a meal, the same will be provided by the Employer. No Employee will be required to work longer than 6 hours without a break for a meal.

- 5.4.11 When an Employee has provided themselves with customary meals because of receipt of notice of intention to work overtime, they will be entitled to an allowance outlined below for each meal so provided in the event of the work not being performed or ceasing before the respective meal times.

On commencement	From 1 July, 2024	From 1 July 2025	From 1 July 2026	From 1 July 2027
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\$16.70	\$17.54	\$18.11	\$19.33	\$20.30
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5.4.12 12 hour break

An Employee who works so much overtime between the termination of their ordinary work in one day and the commencement of their ordinary work on the next day, that the Employee has not at least 12 consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until the Employee has had 12 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Employer such an Employee resumes or continues work without having had such 12 consecutive hours off duty, they will be paid double rates until the Employee is released from duty for such period and they will then be entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that, where an Employee is recalled to work after the ordinary ceasing time, overtime worked in such circumstances will not be regarded as overtime for the purposes of clause, where the actual time worked is less than 3 hours on such recall or on each of such recalls.

The provisions of clause 5.4.12 will apply in the case of shift workers who rotate from one shift to another as if 10 hours were substituted for 12 hours when overtime is worked:

- (a) For the purpose of changing shift roster; or
- (b) Where a shift worker does not report for duty; or
- (c) Where a shift is worked by arrangement between the Employees themselves.

5.4.13 When any portion of an hour is worked, Employees will receive payment in respect of any broken part of an hour, for not less than one half-hour at the current overtime rate.

5.4.14 Employees who, through working overtime, cannot obtain their ordinary method of conveyance to or from their homes, will be conveyed to or from their homes by the Employer or be paid "such expenses" as are incurred in travelling to or from their homes.

5.4.15 Public holidays

All time worked on the public holidays outside the ordinary working hours specified in this Agreement, prescribed by a roster, or usually worked on the day of the week on which the holiday is kept, will be paid at double the rate prescribed by this Agreement for such time when worked outside such working hours on an ordinary working day. That is, where the rate prescribed is time and a half the rate payable is three times the ordinary rate and where the rate prescribed is double time the rate payable is four times the ordinary rate.

5.4.16 Employees who perform work on their rostered day off, or where it has been agreed to arrange a substitute day, on any substitute day, will be paid the rates prescribed for work on Saturdays.

5.4.17 Examples of Operation of Hours of Work Clause

Examples of Operation of Hours of Work Clause

Ordinary Work Day – Employees engaged on a Commercial Construction Work Site

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Ordinary	8	8	8	8	8		
Double Time	2	2	2	2	2	10	10

Shift Work - Commercial Construction Work Site

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Ordinary	8 hours at ordinary time PLUS 100% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 100% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 100% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 100% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 100% of ordinary time rate for each hour worked shift penalty	8 hours at double time PLUS 100% of ordinary time rate for each hour worked shift penalty	8 hours at double time PLUS 100% of ordinary time rate for each hour worked shift penalty
Overtime	2 hours at double time PLUS 100% of ordinary time rate	2 hours at double time PLUS 100% of ordinary time rate	2 hours at double time PLUS 100% of ordinary time rate for each hour	2 hours at double time PLUS 100% of ordinary time rate	2 hours at double time PLUS 100% of ordinary time rate	2 hours at double time PLUS 100% of ordinary time rate	2 hours at double time PLUS 100% of ordinary time rate

	for each hour worked shift penalty	for each hour worked shift penalty	worked shift penalty	for each hour worked shift penalty	for each hour worked shift penalty	for each hour worked shift penalty	for each hour worked shift penalty
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5.5 SHIFT WORK

5.5.1 Definitions

- (a) "Shift Work" will mean work done by Employees working recognised hours, outside the spread of ordinary working hours.
- (b) "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight;
- (c) "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.;
- (d) "Rostered Shift" means a shift which the Employee concerned has had at least one week's notice;

5.5.2 Hours

The ordinary hours of shift workers will not exceed:

- (a) 8 hours in any one day or an average of 36 hours per week
- (b) A rostered day off may be taken by working 19 shifts in a 20 working day cycle and where possible the rostered day off will be linked to the weekend.

Subject to the following conditions such shift worker will work at such times as the Employer may require:

- (i) Apprentices will not be required to work Shift Work.
- (ii) Shift Work will ideally be done by volunteers but in the absence of sufficient volunteers the Employer will nominate individuals to fill the roster, having regard to any individual's particular circumstances that may preclude that individual working afternoon or night shift.
- (iii) Such ordinary hours will be worked continuously, except for meal breaks and rest pauses which will be taken so as not to interfere with continuity of work.
- (iv) Except at regular changeover of shifts, Employees will not be required to work more than one shift each 24 hours
- (v) An Employee will not be required to work less than 3 or more than 5 hours without a break for a meal.

- (vi) Thirty minutes will be allowed to shift workers each shift for crib which will be counted as time worked.
- (vii) Employees will be given at least one week's notice of the requirement to work shift work.
- (viii) Prior to Shift Work being introduced, the Employer will discuss with their Employees the need for Shift Work to be worked. Further, Employees will be fully informed in the expected duration of the Shift Work and will be given regular updates during the currency of such Shift Work on the continued requirement to work Shift Work.
- (ix) Shift Work must be 5 days. In the case of broken shifts (i.e. less than 5 consecutive days Monday to Friday) the rates prescribed will be the same as the overtime rates prescribed in this Agreement for the actual time worked on the shift only.

5.5.3 *Shift allowance*

For Employees engaged on a Commercial Construction Work Site:

A shift worker will be paid for such shifts 100 per cent more than the ordinary rate.

5.5.4 *Saturday and Sunday Work*

Except for work performed on gazetted public holidays, shift workers will be paid for all time worked on Saturday and Sunday at either in accordance with the relevant table at cl 5.4.17 OR at the rate of double time plus the relevant shift allowance, whichever is greater. For clarity, extra rates are cumulative upon and not in substitution for shift allowances.

5.5.5 *Public holidays*

Shift workers will be paid for rostered shifts worked on gazetted public holidays at double time and a half. All time worked on the public holidays outside the ordinary working hours will be paid in accordance with Clause 5.4.15 (Overtime).

5.5.6 *Overtime*

- (a) Subject to cl 5.5.4 above, shift workers for all time worked in excess of or outside ordinary working hours prescribed by this Agreement will be paid at the rate of double time plus the applicable shift penalty rate
- (b) When working overtime, for more than one hour, a crib break of 30 minutes will be allowed at the normal ceasing time for which no deduction will be made.

- (c) Overtime on public holidays will be at double normal Shift Work overtime rates

5.5.7 SECTION *INTENTIONALLY LEFT BLANK*

5.5.8 *Shutdowns, breakdowns and emergency situations*

- (a) Management will define urgent repair or breakdown work and will seek volunteers; management will nominate individual's to meet requirements if there are not sufficient volunteers, having regard to any individual's particular circumstances that may preclude that individual working afternoon or night shift.
- (b) Management will be able to utilise short term shift rosters, Monday to Friday, in conjunction with extended overtime over weekends and rostered days off, on occasions requiring urgent repair or breakdown of plant or machinery.

The duration of any one period so worked will be limited to 2 weeks.

5.5.9 *12 Hour break*

- (a) An Employee who does not receive a 12 hour break before commencing short term Shift Work will be entitled to double ordinary time for the first afternoon or night shift, or part thereof worked, and short term conditions and penalty rates for subsequent shifts.
- (b) An Employee who receives a 12 hour break prior to returning to day work will suffer no loss in pay for the hours that would otherwise be worked during the break period.
- (c) An Employee who does not receive a 12 hour break prior to returning to day work will be paid double ordinary time plus any applicable shift allowance for all hours worked until released for a 10 hour break.

EMPLOYEE ROSTERED ON CALL

Due to the nature of the industry, Employees engaged to perform work under the Service Work division will be required to be 'on-call' on a weekly roster, including weekends, to attend to our clients' needs.

On call means that the Employee is available for service 24 hours per day, seven days per week.

An on-call allowance is paid to the on call Employees to compensate them for the inconvenience and disruption to the Employee's private life. The on-call allowance will be a flat rate of \$250 per week, which compensates the Employees for their readiness to work.

Where an Employee is rostered 'on-call' they are required to:

- Have their mobile phone charged and switched on for the entire week;

- Present themselves in an appropriate manner when at the client's premises e.g. wear a clean uniform;
- Attend the job as soon as possible;
- Have a fully stocked company vehicle e.g. check the contents of the vehicle Friday afternoon and restock where necessary; and
- Be of full legal and mental capacity to drive e.g. not consume an amount of alcohol and/or drugs that would impair driving capacity.

In addition to the on-call allowance, where an Employee is called out the Employee will be paid a minimum payment of four hours at double time. The call-out period is calculated from home to home, with any work in excess of four (4) hours paid at double time. If 24 hours' notice is given for pre-planned isolation the minimum payment will be (2) hours at the rate of double time.

SMOKO BREAKS, LUNCH BREAKS, CRIB BREAKS & OTHER BREAKS

Smoko Breaks

Each Employee, whether they are working ordinary hours or overtime, will be entitled to a paid smoko break of 20 minutes' duration in the company's time in the first half of the day, provided the break occurs no later than 4 hours after the start time. Where necessary, smoko breaks will be scheduled to be taken at times that will not interfere with continuity.

Lunch Breaks

Employees, whether they are working ordinary hours or overtime, will be entitled to a lunch break of a minimum of 30 minutes, to be taken any time between the fourth and the sixth hours from the commencement of duty.

In the case of shift workers, this break will be a paid break.

Where an Employee is required to work beyond the sixth hour without a lunch break they will be paid at double time until such time as a lunch break is taken.

Crib Breaks

Employees who are required to continue work after their usual ceasing time, will be entitled to a paid "crib" break on the following basis:

- (a) a thirty (30) minute paid crib break to be taken at the usual ceasing time, where the overtime is of at least 2 hours' duration, or at least one hours duration, if such overtime extends beyond 6.00 p.m. Provided that where there is agreement between the Employer and the majority of Employees the crib break will not be taken. In that circumstance, this would mean that where an Employee is required to work for 9 & 1/2 hours on any given day they will receive payment for at least 10 hours work; and
- (b) a further 45 minutes paid crib break, will be provided after each further period of 4 hours' work.

In addition to the usual meal break between the fourth and sixth hour, Employees who are required to work at least 10 hours overtime, on a day when they are not working ordinary hours, will be entitled to a 30 minute paid crib break at the end of the eighth hour of work or to be paid at the appropriate rate. A further 45 minutes paid crib break, will be provided after each additional period of 4 hours' work or to be paid at the appropriate rate. No deduction of pay will be made in respect of any such crib breaks.

95. SECTION N - PAYMENT OF WAGES

Wages will be paid weekly by cash or electronic funds transfer (EFT) at the discretion of the Company.

The Company will comply with all provisions requiring the keeping of time and wage records and the production of pay slips as required by law, provided that weekly pay slips will include not less than the following information:

- | | |
|--|---|
| <ul style="list-style-type: none">• Name of Employee• Name of the Employer• Period to which the pay relates• Number of hours worked• Any allowances payable, such as site allowance and multi-storey allowance• Accrued annual leave hours• Balance of accrued RDO hours• Accrued Sick Leave• Income Protection Contributions, if applicable | <ul style="list-style-type: none">• Classification of Employee• Date of payment• Ordinary hourly rate• Gross payment• Net payment• Overtime hours• Penalty payments and loadings payable• Superannuation Contributions• Redundancy Contributions, if applicable |
|--|---|

On or before the payday the Company will provide each Employee with their pay slip. This provision will be met if the Company forwards the pay slip by electronic means, by courier or by post no later than the payday.

If the pay slip is not received by the Employee by the end of the day following the payday and the Employee requests the information, the Company must provide the Employee with the information by appropriate means (telephone, fax, etc.) during working hours.

Where the Company is unable to provide the above information on Employee pay slips, alternate arrangements must be made to ensure that the items are accurately recorded and accessible to the Employee and available for inspection in accordance with law.

If, through the fault of the Company, an Employee is kept waiting for all or part of their wages after the normal pay time on the regular pay day the Employee will be paid an additional \$125 each day they are waiting for their wages until their pay is available or alternative arrangements agreed between the Company and the Employee, provided that the Employee is not disadvantaged. If the Company does not cause the delay there will be no payment paid to the Employee.

Where an action by the Company has delayed the usual day an Employee's pay is deposited in their financial account/s, the Company will reimburse that Employee any substantiated additional direct charges incurred by that delay (e.g. - A fee for a home loan payment not able to be deducted from an account due to insufficient funds).

Any underpayment of wages will be corrected on the next working day. Suitable alternative arrangements will be made for sites in remote areas.

The Employer will work to resolve any genuine difficulties which may arise for individual Employees in relation to payment of wages.

Any fees involved in the transfer of money into the Employee's account will be borne by the Employer. (Up to a maximum of 2 accounts per Employee).

When an Employee's employment is terminated the Employer will pay all money due to the Employee, including payments made on behalf of the Employee, ie superannuation and CIRT, as soon as practicable and, in any case, within forty-eight hours, except where a Sunday or public holiday intervenes, in which case they will be paid such money not later than noon on the next succeeding working day or, where the Employee is paid one week or more in lieu of notice, they will be paid no later than the next pay day after the notice is given.

If the Employer does not make the payments in accordance with the paragraph above, the Employee will be paid at the rate of double time, for all time between the termination of their employment, and payment being made. All paperwork in relation to the termination of employment, including any and all paperwork required by CIRT, will be completed by the Employer and lodged with CIRT, with a copy provided to the Employee, prior to the Employee being terminated.

The Company must provide a separation certificate to Employees with their termination payment.

96. SECTION O - OTHER DEFINITIONS

DEFINITIONS - General

In this Part:

“Civil and mechanical engineering structures” means work, including maintenance work, defined in this agreement as working on site on structures which are primarily civil or mechanical engineering structures or installations such as power stations, switchyards, grain elevators, and silos, oil refineries, wharves, jetties, piers, bridges, overpasses, underpasses, pipelines, water storage towers, sewerage construction work, dams, barrages, weirs or similar structures, traffic islands and concrete ornamental lakes and land reclamation and/or land clearing associated with estate development and building construction”;

“Communications Tradesperson” is an Employee who holds a Communications Trade Certificate and has completed a Cert III in Data and Voice Communications (UEE30407) or a Cert III in Electronics and Communications (UEE30907);

“Construction Work” means any work carried out in connection with the construction, alteration, conversion, fitting-out, commissioning, renovation, refurbishment, demolition, decommissioning or dismantling of a structure;

“Country Work” means all work done outside a radius of 50 kilometres of an Employer’s workshop: Provided that where an Employer does not have a workshop or recognised place of business, Country Work will mean all work done outside a radius of 50 kilometres from the principal Post Office of the nearest town;

“Crib Time” means any meal break during overtime or Shift Work. It is to be taken without loss of pay;

“Employee” means an Employee of the Company performing work engaged in one of the classifications contained in appendices to this Agreement;

“Employee representative” means a representative nominated by the Employee to represent them in the disputes procedure and other provisions of this agreement;

“Fire Alarm Systems” means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment;

“Foreperson Grade 1” means a suitably qualified Electrical Tradesperson, who is employed as Foreperson Grade 1 and is responsible for the successful completion of a project or projects in line with the schedule of work as programmed. Such Employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 1 could be required to supervise Leading Hands and other Employees;

“Foreperson Grade 2” means a suitably qualified Electrical Tradesperson, who is employed as a Foreperson Grade 2 and who is given the responsibility for the successful completion of projects in line with the schedule of work as programmed. Such Employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 2 could be required to supervise Forepersons Grade 1, Leading Hands and other Employees;

“Green Energy Facilities” includes, but is not limited to, Solar Farms, Wind Farms, Pumped Hydro and Hydrogen facilities

“Leading Hand” means any electrical worker (other than a supervisor or foreperson) who is placed in charge of work on which three or more Employees, in addition to the electrical worker, are engaged;

“Registered Office” means any office of the Employer at which the Employer conducts business, including branch offices. The Employer will not have more than one Registered Office within a 50 kilometre radius within the State boundary;

“Security Alarm Systems” means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic, or acoustic equipment or device, or any combination thereof which includes any intruder alarm system

incorporating closed circuit television, video or photographic systems, electronic, electromechanical access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or governmental purpose;

"Weekly Pay" means the ordinary time gross all-purpose rate of pay for the Employee concerned;

97. SECTION P

CASUAL EMPLOYMENT

A casual Employee is an Employee who is engaged to perform work on an intermittent, irregular and non-systematic basis and whose employment is dependent on the employer's labour requirements. Employee

A casual Employee will be paid per hour 1/36th of the all-purpose weekly rate for the classification in which the Employee is ordinarily employed, plus 25%, with a minimum payment of 3 hours.

For the purposes of calculating overtime and penalties, the ordinary rate for a casual Employee includes the casual loading.

Notwithstanding any casual conversion obligations set out in the Act, if the Employer wishes to retain a casual Employee for a period longer than six weeks duration, the Employee must be offered permanent employment.

A casual Employee, who has not been converted to permanent employment after six weeks is entitled to be paid 175 percent of the hourly rate prescribed in this Agreement for the Employee's classification.

98. SECTION P

PART-TIME EMPLOYMENT

A part-time Employee is an Employee who:

- (a) is employed for more than 10 but less than 36 ordinary hours per week; and
- (b) has reasonably predictable hours of work; and
- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees covered by this Agreement.

At the time of engagement, the Employer and the Employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the usual daily starting and finishing times.

Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full time Employees.

The agreed number of ordinary hours per week will not be varied without the consent of the Employee. Any agreed variation to the number of weekly hours of work will be recorded in writing.

The Employer is required to roster a part-time Employee for a minimum of 4 consecutive hours on any day that they are required to work.

All time worked outside the spread of ordinary working hours and all time worked in excess of the hours as mutually agreed is overtime and will be paid at the rates prescribed as Overtime.

A part-time Employee employed under the provisions of this clause is to be paid for ordinary hours worked at the rate of 1/36th of the weekly rate prescribed for the class of work performed.

Where a public holiday falls on a day upon which a part-time Employee is normally employed and the Employee is not required to work, that Employee will be paid for the hours which would normally have been worked on that day. If required to work on that day, the Employee will be paid for the time worked at the appropriate penalty rate.

Where an Employee and the Employer agree in writing, part-time employment may be converted to full-time, or vice versa. If such an Employee transfers from part-time to full time, or vice versa, all accrued Agreement and legislative entitlements will be maintained.

An Employee who does not meet the definition of a part-time Employee and who is not a full-time Employee will be paid as a casual Employee.

All other provisions of the Agreement relevant to weekly Employees will apply to part-time Employees.

An Employee will be entitled to annual leave, and personal leave (and, where relevant, parental leave). Such entitlements will be calculated proportionate to the average number of ordinary hours worked each week.

A part-time Employee will be entitled to the full provisions prescribed for permanent Employees under (Termination of Employment), and (Redundancy).

99. SECTION Q

FURTHER TERMINATION OBLIGATIONS

TERMINATION OF EMPLOYMENT

Statement of employment

The Employer will, in the event of termination of employment, provide upon request to the Employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the Employee.

Termination by Employer

- (a) The Employer may dismiss an Employee only if the Employee has been given the following written notice:

Period of Continuous Service

Not more than 1 year

Period of Notice

1 week

More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in (a) above, Employees 45 years old or over and who have completed at least 2 years' continuous service with the Employer will be entitled to an additional week's notice.
- (c) Payment in lieu of notice will be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof. The period of notice will not include any period of leave, Rest & Recreation (R&R) or RDOs.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an Employee will be at least the total of the amounts the Employer would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the Employee; and
 - (ii) the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the Employee's employment contract.
- (e) The period of notice will not include any period of leave, Rest & Recreation (R&R) or RDOs. For clarity (and to avoid all doubt) this means that where an Employee is on a period of leave (or R&R or RDOs) and the employer provides the Employee with notice, the period of notice does not commence until such time as the period of leave (R&R or RDOs) has finished.
- (f) The period of notice in this clause will not apply in the case of dismissal for serious misconduct, or in the case of a casual Employee, or an Employee engaged by the hour or day, or an Employee engaged for a specific period or task/s.

Notice of termination by Employee

The notice of termination required to be given by an Employee will be the same as that required of the Employer as set out above.

Time off during notice period

Where a decision has been made to terminate an Employee in the circumstances outlined above, the Employee will be allowed one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the Employee has been allowed paid leave for more than one day per week during the notice period for the purpose of seeking other employment, the Employee may be required to provide a statutory declaration.

100. SECTION R

JOB SECURITY – LABOUR HIRE AND CONTRACTORS

JOB SECURITY

The Employer is committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of the Employer. Subject to the terms of this Agreement, full-time direct and ongoing employment is a guiding principle of this Agreement.

The Employer will take all measures to achieve employment security for the direct engaged permanent Employees of the Employer. All persons covered by this Agreement recognise the importance of measures to protect and enhance the employment security, health and safety, terms and conditions of employment and career development of the Employees.

The use of pyramid or sham sub-contracting arrangements is a breach of prohibited under this agreement as it directly undermines Employee job security.

Where a labour hire Employee or an Employee of a sub-contractor subsequently commences employment with the Employer the time worked for the contractor or labour hire firm will count as time served in relation to the probationary period for the Employee.

CONTRACTING AND LABOUR HIRE

The Employer recognises that in certain circumstances the use of contractors and labour hire affects the job security of Employees covered by this agreement.

Where the Employer intends to engage contractors or Employees of labour hire companies to perform work that might be performed by current or future Employees under this Agreement, the Employer must first consult in good faith with affected Employees and with the Unions. Consultation will occur prior to the engagement of sub-contractors.

In the normal course, it is expected that consultation will occur with a minimum of the 14 days prior to the proposed commencement of the work by the contractors/ labour hire Employees.

- (a) For the purposes of the consultation, the Employer must inform the Union of:
 - (i) the name of the proposed contractor(s) or labour hire company;
 - (ii) the type of work proposed to be undertaken by the contractor(s) or labour hire company;
 - (iii) the number of persons and qualifications of the proposed contractor(s) / persons the labour hire company may engage to perform the work;
 - (iv) the likely duration of the engagement(s);
 - (v) inductions and facilities for contractors and labour hire Employees.

If Employees or the Unions raise any concerns about the Labour Hire provider during the life of this Agreement, the Employer, Employees and union shall confer with the objective of resolving these concerns, including reviewing the engagement of the Labour Hire provider.

No Employee shall be made redundant during the period in which labour hire Employees, contractors and/or Employees of contractors, engaged by the Employer, are performing work that is or has been performed by the Employees.

(i) Review of use of contractors

The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this agreement.

The Employer will provide the Unions, on a quarterly basis, with details of the areas of the business/ types of work in which contractors or labour hire has been used.

(ii) Wages and conditions of employment of labour hire employees

Where the Employer engages labour hire to do work that would be otherwise covered by this Agreement it shall ensure the wages and conditions that are no less favourable than that provided for in this Agreement plus a further loading of 25%.

(iii) Wages and conditions of employment of employees of sub-contractors

Where the Employer engages contractors to do work that would be otherwise covered by this Agreement it shall pay wages and conditions that are no less favourable than that provided for in this Agreement.

Labour hire is defined as temporary "top up" labour designed to meet short situations such as absences due to sick leave, annual leave, and short time work peaks. The employer will not use labour hire in any position on site for a period of more than six weeks. Any departure from this maximum period shall require the agreement of the Union and incur a 175% penalty rate for all work done.

101. SECTION T – APPRENTICES

Apprentices are the future of our industry and the parties reaffirm their commitment to the training of apprentices. Further they will make every endeavour to make full time apprenticeships available with the company.

To ensure that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, the Employer will endeavour to maintain a ratio of at least one apprentice to four (4) tradespeople.

The Employer will prioritise engaging direct hire Apprentices where reasonably practicable.

Apprentices, other than existing Employees, will be paid in accordance with the tables in the relevant sections of this Policy.

The Employer acknowledges that Apprentices engaged by Group Training Organisations may adversely affect the job security of direct hire Apprentices. Wages and conditions of Apprentices through Group Training Organisations are to be no less favourable than those provided for in this Agreement.

Existing Employees

An “existing Employee” will mean a person who has been employed by the Employer in a calling, or classification, relevant to the apprenticeship for at least three months immediately prior to becoming an apprentice with that Employer.

Existing Employees may participate in apprenticeships. An existing Employee will not be required to serve any probationary period in relation to their contract of employment or for the purposes of the Training and Employment Act 2000. A trial period, in accordance with Training Recognition Council Policy, may be set for the purpose of assessing the Employee's suitability for training under a Training Contract. Where the Employee proves to be unsatisfactory for training under a Training Contract, the person will revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract.

Where existing Employees commence an apprenticeship, the Employer will endeavour to minimise any adverse effects on other Employees. Additionally, such other Employees will not be displaced from or disadvantaged in their employment by the engagement of new apprentices.

Existing Employees will not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice.

Provided that an existing Employee who was engaged as a casual Employee prior to becoming employed as a full-time or part-time apprentice will not be entitled to retain casual loading.

An existing Employee will maintain continuity of employment despite having entered into an apprenticeship.

Existing Employees whose Training Contract is completed or cancelled will revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract.

Apprentice Fares and Travel

- (a) Fares and travel apply to apprentices required to travel in their own time to and from their place of work, but away from their company workshop or recognised place of business.
- (b) However, where the company provides an apprentice with a vehicle, or other means of transport, the apprentice will only be entitled to be paid travel time. There will be no entitlement to fares.
- (c) Apprentices will be paid fares and travel as set out in Time and Fares below.

Adult apprentice Fares and Travel:

- (a) Fares and travel apply to apprentices required to travel in their own time to and from their place of work, but away from their company workshop or recognised place of business.

- (b) However, where the company provides an apprentice with a vehicle, or other means of transport, the apprentice will only be entitled to be paid travel time. There will be no entitlement to fares.
- (c) Adult apprentices will receive the full amount of fares and travel, as set out Travelling Time and Fares below.

Supervision

The parties agree that the Department of Employment, Small Business and Training guidelines which state “Whilst a ratio of one qualified person to each apprentice is expected in a workplace, this may vary from situation to situation dependent on a range of indicators” will be adhered to. To this end the Employer will ensure that each tradesperson will supervise no more than 1 apprentice. No apprentice will work unsupervised.

Payment for Course Time

Time spent by an apprentice undertaking the training to be delivered under the training plan (as defined in the Further Education and Training Act 2014) is taken to be time worked for the Employer and will be paid at the ordinary time rate. This applies irrespective of the way the supervised training is delivered. To avoid all doubt this includes time taken for assessments, including “resits” where applicable.

Fares and Travel for attendance at college

An apprentice will be entitled to receive the daily fares and travel where they attend college as set out in the relevant sections of this Policy.

Training costs

- (a) An apprentice attending technical colleges, schools, registered training organisations or TAFE must be reimbursed by the employer, within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the registered training organisation commencing the training, whichever is the later, unless there is unsatisfactory progress:
 - (i) all fees paid by the apprentice less any amount paid to the apprentice for reimbursement of these fees by a government; and
 - (ii) any costs associated with prescribed textbooks (excluding those textbooks which are available in the employer’s technical library) incurred by an Employee in connection with training specified in, or associated with, the training contract;
- (b) Direct payment of the fees and textbooks, within six months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement above.

Other Apprentice related matters

Where not contained in this agreement, other Apprentice matters including training, allowances and termination will be dealt with the relevant State legislation and Orders.

102. SECTION T - SALARY SACRIFICE

Upon written request by the Employee, the Company will provide salary sacrifice arrangements to Employees provided the salary sacrifice instruction is and remains lawful under legislation, is consistent with the requirements of the Australian Taxation Office and is limited to additional Employee contributions into superannuation and or income protection insurance to top up or increase benefit levels. All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

An Employee may request in writing a maximum of two variations to their salary sacrifice arrangements per year. These variations will be effective from the next contributing month. These contributions can be terminated immediately by the written request of the Employee.

103. SECTION U - HIGHER AMOUNTS

This Agreement does not have effect to reduce any higher amount paid to an Employee of this Company employed directly before its commencement date. However, that higher amount will not be increased during the life of this Agreement until the equivalent Agreement condition exceeds that amount. From that time, the provision of this Agreement will apply to the exclusion of the earlier higher amount.

104. SECTION V – WORK IN RAIN

Where extenuating circumstances deem it necessary for Employees to work in the rain, suitable waterproof clothing will be supplied by the Employer to the Employees who are required to work in the rain.

Notwithstanding the foregoing, an Employee required to work in the rain will be paid double the rates prescribed in this agreement, for all work performed in the rain and such payment will continue until they cease work.

105. SECTION W – ADDITIONAL ANNUAL LEAVE PROVISIONS

ANNUAL LEAVE

Entitlement

- (a) For each year of service with his or her employer, an Employee is entitled to annual leave, for a period equal to 4 weeks for each period of 12 months' Service (less the period of leave) with the Employer and Employees employed as Shift Workers will be entitled to not less than 5 weeks for each period of 12 months' Service (less the period of leave). Provided that, for the purposes of the additional week of annual leave and for

the purposes of the NES, a shift worker is a seven-day shift worker who is regularly rostered to work on Sundays and public holidays.

- (b) An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- (c) The annual leave will be exclusive of any Public holidays of this Policy. If a public holiday falls within an Employee's period of annual leave and is observed on a day, which for that Employee would have been an ordinary working day, there will be added to the period of annual leave, time equivalent to the ordinary time which the Employee would have worked, if such day had not been a holiday.

Payment for annual leave

- (a) Before going on leave an Employee will be paid the amount of wages they would have received in respect of ordinary time they would have worked had they not been on leave during the relevant period (this includes any applicable shift penalty for shiftworkers).
- (b) Wages payable for annual leave will be calculated by including the following, where applicable:
 - (iii) Subject to relevant sections of this policy the rate prescribed for the classification in which the Employee was employed immediately prior to the commencement of their leave.
 - (iv) Any penalties or allowances prescribed for work in ordinary time (Shift Work) according to the Employee's roster or projected roster including Saturday and Sunday shifts and
 - (v) Any other rate to which the Employee is entitled in accordance with their contract of employment for ordinary hours of work, provided that this provision will not operate so as to include any payment which is of a similar nature to, or is paid for the same reasons as, or is paid in lieu of these payments, Travelling Time and Fares and Overtime nor any payment to the Employee for reimbursement for expenses incurred.

Annual leave loading

- (a) During a period of annual leave an Employee will receive leave loading calculated on the wages they would have received, in respect of the ordinary time they would have worked, prior to the commencement of their leave or the termination of their employment.
- (b) The loading will be 17.5% of the wages.
- (c) Provided that where the Employee would have received shift loadings, had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5%, then the shift loadings will be added to the rate of wages in lieu of the 17.5% loading.

- (d) Provided further that if the shift loading would have entitled them to a lesser amount, than the loading of 17.5%, then such loading of 17.5% will be added to the rate of wage in lieu of the shift loadings.

Employment during leave

An Employee will not offer their services to any other Employer during the period they are on paid annual leave and the Employer will not engage an Employee who is on paid annual leave.

Payment in lieu of annual leave

Except as specially provided, payment will not be made or accepted in lieu of annual leave.

Leave to be taken

Annual leave will be taken, at a time mutually agreed upon by the Employer and Employee.

An Employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shift worker).

If an Employer has genuinely tried to reach agreement with an Employee but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

However, a direction by the Employer under this clause:

- (i) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under this clause or otherwise agreed by the employer and employee) are taken into account; and
- (ii) must not require the employee to take any period of paid annual leave of less than one week; and
- (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
- (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

Calculation of service with the Employer

- (a) Service, for the purposes of calculating annual leave, is defined under the Act.
- (b) The period of annual leave will be calculated to the nearest day; any broken part of a day in the result not exceeding half a day is to be disregarded.

Leave allowed before due time

- (a) The Employer may allow an Employee to take annual leave before the right to take it has accrued.

- (b) Where annual leave or part thereof has been granted before the right to take it has accrued and the Employee subsequently leaves or is discharged from the Service of the Employer before completing the 12 months continuous Service in respect of which the leave was granted; Employee the Employee is required to repay that leave.

Payment for Annual leave and Proportionate Annual Leave on termination

- (a) In addition to any other payment/s owing to an Employee upon termination, resignation or redundancy pursuant to this Agreement or otherwise, the Employer must pay an Employee:
- (i) for any annual leave not taken in accordance with the provisions of this agreement; and
 - (ii) in relation to any public holidays that fall during the 10 days immediately following the termination/resignation/redundancy as though the Employee worked ordinary hours on those days.
- (b) The rate of pay applicable to all payment/s owing to an Employee upon termination, resignation or redundancy (including but not limited to payment pursuant to the clause above is the highest rate of pay paid to the Employee during the 3 months prior to their termination/resignation/redundancy (including any shift penalties applicable to shift workers).

106. SECTION X - WORKING AWAY FROM HOME

General and Rostering

Refer to Part 1 of this Policy

107. SECTION Y - TRAVELLING TIME AND FARES

Where an Employee starts and finishes work on a worksite rather than the Company's office or workshop, they will receive compensation for the average extra travelling time and average extra fares incurred.

- If the worksite is within 50 km of either the Company's office or the Employee's place of residence (or place of overnight accommodation if Living Away from Home), they will receive the fares and travel allowances as set out in the relevant sections of this Policy.
- If the worksite is in excess of 50 km from both the Company's office and the Employee's place of residence (or place of overnight accommodation if Living Away from Home), they will receive the fares and travel allowances as set out in the relevant sections of this Policy. plus ordinary time for excess travel undertaken in their own time beyond the 50 km radius from their place of residence (or overnight accommodation) as determined by "Whereis " website.
- Where the Employer is considering changing the location used as the base for calculating fares and travel, they will apply the provisions of the Consultation clause.

- The above allowances do not apply if the Employee starts and finishes work at the Company's office or Workshop. In this regard a construction site is not deemed to be the Employer's office or Workshop even if the Employer has no offices in the State.
- The fares allowances above do not apply where the Employer provides suitable transport or vehicle.

Where an Employee is required by the Employer to travel to any other job, site or place of work during the course of their employment, they will be paid all fares necessarily incurred. All time spent on such travel will be regarded as time worked and paid at the appropriate rate:

Provided that where an Employee agrees to use their own vehicle in the Employer's interest they will be paid the amount of \$0.60 / km in lieu of fares.

Fares and Travel is payable to all Employees required travel in their own time to and from their place of work, but away from their company workshop or recognised place of business.

Where the company provides an Employee with a vehicle there will be no entitlement to fares.

Fares & Travel (All Employees, including Adult Apprentices, but excluding Junior Apprentices) per day					
	On commencement	1st July 2024	1st July 2025	1st July 2026	1 July 2027
	\$60	\$63	\$66	\$70	\$73
	(\$14 fares + \$46 travel)	(\$14 fares + \$49 travel)	(\$14 fares + \$52 travel)	(\$14 fares + \$56 travel)	\$14 fares + \$59)

Fares & Travel - Junior Apprentices				
Junior Apprentice:	On Commencement	1st July 2024	1st July 2025	1st July 2026
1st Year	\$39.06	\$41.01	\$43.07	\$45.22
2nd Year	43.76	\$45.905	\$48.24	\$50.65
3rd Year	\$48.45	\$50.87	\$54.41	\$56.01
4th Year	\$54.40	\$57.12	\$59.98	\$62.98

108. SECTION Z – SUPPLY OF WORKWEAR

In order to assist Employees with workwear expenses, the Company must provide Employees with workwear, as provided below.

The Employer shall provide one (1) pair of safety boots upon commencement and annually thereafter (if the Employee buys such boots, the Employer will reimburse the Employee up to \$225.00 upon producing of a purchase receipt).

Employees must be issued with a minimum of five sets of workwear on commencement and annually thereafter they will be issued with a further five sets of workwear. When required, the provision of fire-retardant clothing shall be provided. Employees will also be issued with an appropriate jacket (100% cotton for electrical work), by the end of March, or, where they commence employment after that, within 2 weeks of commencing employment. Between issues these items must be replaced on a fair wear and tear basis.

The issue will include a minimum of one pair of 100% cotton drill pants and one 100% cotton drill long sleeve shirt. The workwear will bear Company identification.

The parties agree that the workwear must be worn at all times during working hours only, and that all items will be kept clean and in good repair, to provide a uniformly neat and tidy company image.

Workwear must be worn as intended and Employees must not intentionally alter or remove sleeves from long sleeve shirts as the item has been issued for safety purposes.

The Employer will reimburse the Employee for the cost of the Employee providing prescription spectacles and lenses. The Employer must be provided with the original receipt of purchase prior to reimbursement. The spectacles and lenses will be replaced on a fair wear and tear basis. However, lost or stolen spectacles must be replaced at the Employee's expense.

On commencement Employees must be supplied with safety footwear which meets the requirements of the *Workplace Health and Safety Act* and Regulations and which is of a reasonable standard of comfort.

These items will be replaced on a fair wear and tear basis.

If an Employee determines that the type of footwear supplied by the Company is not suitable for his/her comfort and chooses to purchase more expensive footwear then the Employee will be reimbursed up to \$200 for replacement safety footwear on a fair wear and tear basis, conditional upon return of the safety footwear to be replaced and providing the Company with the original receipt for purchase of the replacement set.

109. SECTION A1 – PROVISION OF FACILITIES

The Employer will ensure that all Employees have access to facilities that are at least of the minimum standard set out in the Workplace Health and Safety Queensland 2021 Code of Practice "Managing the Work Environment and Facilities", as amended from time to time.

Access to such facilities includes, but is not limited to:

- Access to clean, cool drinking water;

- Access to boiling water;
- Access to clean toilets, including washbasins and sanitary bins;
- Access to hand washing facilities;
- Access to dining facilities;
- Access to secure storage facilities;
- Access to change rooms; and
- Access to shower facilities, where required.

If after one (1) hour where Employees are prevented from using accessing facilities referred to in this clause, the Company will send Employees home without loss of pay.

110. SECTION A3 - JURY SERVICE LEAVE

An Employee, other than a casual Employee, required to attend for jury service during their ordinary working hours will be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the Employee would have been paid if the Employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the Employee to attend jury service will be paid to the Employer and the Employer will continue to pay the Employee their ordinary pay for the time the Employee was absent on jury service.

Employees will notify the Employer as soon as practicable of the date upon which they are required to attend for jury service and will provide the Employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the Employee is not required to serve on a jury for a day or part of a day after attending for jury service and the Employee would ordinarily be working for all or part of the remaining day, the Employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an Employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any "over-award" payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

111. SECTION A4 – CPR REFRESHER COURSE

CPR and other statutory training will be provided in accordance with the *Electrical Safety Act 2002 (or its successor)* requirements for the electricity industry. (i.e. Safety Observers - 6 monthly, CPR Refresher- 12 monthly.)

This training will be provided during normal working hours and associated costs paid for by the Company.

112. SECTION A5 – FITNESS FOR WORK

The parties to this Agreement commit to developing a Fitness for Work Policy within six (6) months of the commencement of this Agreement.

Any issues over the development and substance of the fitness for work policy may be dealt with in accordance with the dispute settlement procedure set out in the relevant section of this policy.

Provided that where an employee is required to undertake any form of testing to establish their fitness for work, including but not limited to drug and alcohol testing, all such testing will occur during ordinary working hours and the location of the testing will be considered to be their 'designated workplace'.

113. SECTION A5 – CUSTOM AND PRACTICE

Employees can expect existing custom and practice will continue unless specifically determined otherwise by the terms of the Agreement.

PART 5 - METAL AND ENGINEERING WORKERS

114. Application of this Part

This part applies to employees performing work in accordance with the classifications contained within relevant sections of this Policy.

Definitions

For the purposes of this Part:

All Purpose Allowance means an allowance that is counted when applying overtime penalties, shift loadings etc. An All Purpose Allowance is paid when an Employee is on paid leave unless it is expressly stated otherwise.

All Purpose Rate means an Employee's rate of pay that includes the Base Hourly Rate and All Purpose Allowances.

Employee means an employee of the Employer engaged in any of the classifications contained in the relevant section of this Policy.

Flat Allowance means an allowance that is not counted when applying overtime penalties, shift loadings etc. A Flat Allowance is not paid when an Employee does not work or is on paid leave unless it is expressly stated otherwise

Hours of Work and Rostered Days Off

The 36 Hour Week

The ordinary hours of work are 36 hours per week.

The hourly rate for the purpose of employees engaged under Part 5 of the Policy is to be computed by dividing an employee's ordinary weekly wage rate by 36.

Rostered days off

Twenty-six paid rostered days off ("**RDO**") shall accrue and be taken in accordance with CI 35 of these provisions and the industry calendar, subject to the terms of this provision.

The Employer may, with the consent of the union, allocate work to be done on any scheduled RDO provided that;

- (a) Such work shall be paid in accordance with CI 35, subject to the amount of notice provided to employees.
- (b) The untaken RDO will be re-scheduled to another day falling within 4 weeks of the original scheduled RDO or as agreed with the union.
- (c) The re-scheduled RDO may be taken on a day or days adjacent to a weekend, or in conjunction with annual leave.

- (d) The employer must provide at least 48 hours notice of the requirement to employees required to work, where practicable, and must be approved by the Union prior to any work being performed.
- (e) An employee may refuse to work an RDO having regard to the considerations in CI 35; an employee who declines a request to work on an RDO shall not be disadvantaged
- (f) Details of untaken RDOs shall be entered on to each employee's employment records.

Work Cycles

Ordinary working hours shall be worked in a 10 day/2 week cycle, Monday to Friday inclusive, with eight hours worked for each of nine days, and with 0.8 of an hour on each of those days accruing towards an RDO on the tenth day.

Any paid leave and public holidays prescribed by this agreement which would otherwise be an ordinary working day count for the accrual of RDOs.

Upon commencement of employment, employees who have not worked a complete 10 day/2 week cycle shall receive pro rata accrual entitlements for their first RDO or group of RDOs falling after their commencement of employment.

Upon termination of employment an adjustment will be made to ensure that the full RDO accrual entitlement and no more has been provided. This means the employees then having received more RDOs than they are entitled to will have the relevant amount removed from final termination payments and employees who have received less than their full RDO entitlement will have the outstanding amount added to final termination payments.

Leisure time protected

It is not the intention of this Policy that excessive overtime will be worked. To that end, an agreed limit of 56 hours per week shall be observed. Request for additional overtime will be considered but not undertaken unless agreement has been reached between all the employers applying this Policy, and their employees.

Rest and Meal Breaks

One 20 minute paid morning rest break and a 30 minute unpaid lunch break will be scheduled within ordinary daily hours. The lunch break must be taken no later than 6 hours after work starts.

If the total worked hours for the day are 10 hours or more there will be an additional 20 minute rest break paid at ordinary rates to be taken at the end of ordinary daily hours, and prior to the commencement of overtime. However, an employee may elect to take a payment in lieu of stopping work for this break in which case the employee will be regarded as having worked a further 20 minutes, and he or she must be paid accordingly.

Overtime

Overtime is any work performed outside the ordinary hours on any given day or shift.

For the purposes of this clause **ordinary hours** means the hours worked in the enterprise, fixed in accordance with the relevant section of this Policy.

Overtime work for a part-time employee is any work performed in excess of the employee's agreed roster.

All overtime worked shall be paid at double time.

Saturdays, Sundays, and Public Holidays

All overtime worked on a Saturday or Sunday will be paid for at the rate of double ordinary time rates contained in the relevant section of this Policy. Employees required to work on a Saturday will be afforded a minimum 4 hours work or be paid as if 4 hours was worked, provided that when a site is restrained (by council restriction) from commencing work before 9:00 am on a Saturday, all overtime will be paid for at the rate of double time of the all purpose rates, and a minimum of 4 hours work must be paid.

To be entitled to payment for the 4 hour minimum, employees must remain on site for that period and be available for normal work.

Overtime worked on a **Sunday** must be paid for at the rate of double time of the all purpose rates.

Overtime worked on a **Public Holiday** must be paid for at the rate of double time and one half of the all purpose rates.

Where it is agreed to work lockdown weekends a payment of triple time of the all purpose rate will be paid.

Rest breaks on Saturdays, Sundays and Public Holidays

An employee working overtime on a Saturday, Sunday or Public Holiday shall be allowed a 30 minute combined rest period/meal/crib break after four hours work, such time to be paid at double time, with a further 20 minute crib break to be paid at double time if the overtime continues past 8 hours worked.

In the case of overtime work being cancelled by the company at the end of the 4 hour minimum or any time thereafter, employees will, in addition to the payments as prescribed, be paid for the 30 minutes combined crib/meal/rest period if not already taken.

If work proceeds beyond the 4 hours minimum then employees will be paid for all time so worked.

Payment of Rest Breaks

The 30 minute combined rest period/crib break and all subsequent crib breaks must be paid as if time worked at the appropriate rate.

Rest Period After Overtime

If it is necessary to work extended overtime, an employee may take 10 consecutive hours off duty between the end of the overtime and the start of the employee's ordinary work on the next day or shift without loss of pay.

In the event that an employee agrees to a request from site management to resume or continue to work without having had 10 consecutive hours off duty, the employee shall be paid at double the all purpose rate until the employee is released from duty for such period.

Offer and Acceptance of Weekend Overtime

The Employer must make offers of weekend overtime prior to the normal meal break on Thursdays. However, if due to extraordinary circumstances, the Employer is unable to give such notice, or the Employer is unable to proceed with the overtime, the Employer may offer or cancel the overtime—as the case may be—by notifying affected employees before the end of ordinary hours on Thursday. Where the Employer fails to comply with this term, the employee will receive the overtime payment that had been requested.

Employees who accept an offer of weekend overtime are obliged to attend for work. However, if due to extraordinary circumstances an employee is unable to attend site, he or she must notify the Employer before the planned finishing time for work on Friday.

Leisure Time Protected – The 56 Hour Cap

Excessive overtime must not be worked. More than 56 hours of work from Monday to Saturday is considered excessive overtime. This limitation is referred to as the “56 hour cap”.

Work in excess of the 56 hour cap may be carried out where:

- (a) necessary by crane crews, peggies, first aiders, hoist drivers, concrete finishers, and site security personnel;
- (b) time is lost on a project due to any reason including inclement weather; or
- (c) the employer and affected employees agree on additional work.

The Employer may arrange daily hours within the 56 hour cap.

For the avoidance of doubt, nothing in this provision implies:

- (a) that payment for 56 hours is guaranteed; or
- (b) the right of the Employer to schedule a program of hours within the 56 hour cap is diminished.

Refusal of Overtime

An employee may refuse to work overtime in circumstances where the working of the overtime would result in the employee working hours that are unreasonable having regard to:

- (a) risks to the employee’s health and safety;
- (b) the employee’s personal circumstances, including any family responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the Employer of the overtime and by the Employee of their intention to refuse it; and,
- (e) any other relevant matter.

Work on Fridays

The parties will endeavour to ensure that wherever possible normal productive work ceases at the finish of ordinary hours on Fridays. This does not mean that no productive work can continue past this time and the parties will ensure that a sensible approach to this restriction is maintained. This means work may continue if it is necessary for the production schedule to be maintained or to ensure that other employees can be productively employed.

Other circumstances where work may continue past the finish of ordinary hours on Fridays include the following:

- (a) to recover time lost due to excessive periods of inclement weather;
- (b) matters not the fault of the employer which have led to the project being delayed or behind schedule;
- (c) the requirement to meet the principal's work program; and,
- (d) unexpected delays in the project due to scheduling of other works or supply of materials.

Meal Allowance

An employee required to work overtime for one and one half hours or more after working ordinary hours Monday to Friday and for every four hours worked at the end of the ordinary hours must be paid by the employer the amount listed below to meet the cost of a meal. The allowance shall be increased during the life of this Agreement as follows:

From the first pay period commencing on or after 1 July 2023	\$35.83
From the first pay period commencing on or after 1 July 2024	\$37.26
From the first pay period commencing on or after 1 July 2025	\$38.75
From the first pay period commencing on or after 1 July 2026	\$40.30
From the first pay period commencing on or after 1 July 2027	\$41.91

Where an employee has worked the weekend, for every four hours completed an employee will receive a meal allowance.

Shift Work

Afternoon and nightshift shall be performed in accordance with these conditions. During such period, engagement or cycle, the shift worker shall receive 100% more than his or her all purpose rate of pay as set out in this Part including all allowances and loadings. All other allowances shall be paid in accordance with these conditions.

Classifications

The classification levels for Employees engaged under Part 5 of this BPIC shall be read in accordance with the *Manufacturing and Associated Industries and Occupations Award 2020*.

Wage Group:C14

Engineering/Manufacturing Employee—Level I

An Engineering/Manufacturing Employee—Level I is an Employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

An Employee at this level performs routine duties essentially of a manual nature and to the level of their training:

- performs general labouring and cleaning duties;
- exercises minimal judgement;
- works under direct supervision; and
- is undertaking structured training so as to enable them to work at the C13 level.

Wage Group:C13

Engineering/Manufacturing Employee—Level II

An Engineering/Manufacturing Employee—Level II is an Employee who has completed up to three months structured training so as to enable the Employee to perform work within the scope of this level.

An Employee at this level performs work above and beyond the skills of an employee at the C14 level and to the level of their skills, competence and training:

- works in accordance with standard operating procedures and established criteria;
- works under direct supervision either individually or in a team environment;
- understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- understands and utilises basic statistical process control procedures; and
- follows safe work practices and can report workplace hazards.

Wage Group:C12

Engineering/Manufacturing Employee—Level III

An Engineering/Manufacturing Employee—Level III is an Employee who has completed an Engineering Production Certificate I or Certificate II in Engineering or equivalent so as to enable the Employee to perform work within the scope of this level.

An Employee at this level performs work above and beyond the skills of an employee at the C13 level and to the level of their skills, competence and training:

- is responsible for the quality of their own work subject to routine supervision;
- works under routine supervision either individually or in a team environment;
- exercises discretion within their level of skills and training; and

- assists in the provision of on-the-job training.

Wage Group:C11

Engineering/Manufacturing Employee—Level IV

An Engineering/Manufacturing Employee—Level IV is an Employee who has completed an Engineering Production Certificate II or Certificate II in Engineering—Production Technology or equivalent so as to enable the Employee to perform work within the scope of this level.

An Employee at this level performs work above and beyond the skills of an Employee at the C12 level and to the level of their skills, competence and training:

- works from complex instructions and procedures;
- assists in the provision of on-the-job training;
- co-ordinates work in a team environment or works individually under general supervision; and
- is responsible for assuring the quality of their own work.

Wage Group:C10

Engineering/Manufacturing Tradesperson—Level I

An Engineering/Manufacturing Tradesperson—Level I is an Employee who holds a trade certificate or tradespersons rights certificate or equivalent as an:

- Engineering Tradesperson (Mechanical)—Level I; or
- Engineering Tradesperson (Fabrication)—Level I; or
- Engineering Tradesperson (Sheet Metal); or
- Engineering Tradesperson (Insulation); or
- or equivalent;
- and is able to exercise the skills and knowledge of the engineering trade so as to enable the Employee to perform work within the scope of this level.

An Engineering/Manufacturing Tradesperson—Level I works above and beyond an Employee at the C11 level and to the level of their skills, competence and training:

- understands and applies quality control techniques;
- exercises good interpersonal and communications skills;
- exercises keyboard skills at a level higher than the C11 level;
- exercises discretion within the scope of this classification level;
- performs work under limited supervision either individually or in a team environment;
- operates lifting equipment incidental to their work;
- performs non-trade tasks incidental to their work;
- performs work which while primarily involving the skills of the Employee's trade is incidental or peripheral to the primary task and facilitates the

completion of the whole task, provided that such incidental or peripheral work does not require additional formal technical training; and

- inspects products and/or materials for conformity with established operational standards.

Wage Group:C9

Engineering/Manufacturing Tradesperson—Level II

An Engineering/Manufacturing Tradesperson—Level II is an:

- Engineering Tradesperson (Mechanical)—Level II; or
- Engineering Tradesperson (Fabrication)—Level II; or
- equivalent,

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the Manufacturing and Associated Industries and Occupations Award 2010 or equivalent.

An Engineering/Manufacturing Tradesperson—Level II works above and beyond a tradesperson at the C10 level and to the level of their skills and competence and training performs work within the scope of this level:

- exercises discretion within the scope of this classification;
- works under limited supervision either individually or in a team environment;
- understands and implements quality control techniques;
- provides trade guidance and assistance as part of a work team;
- operates lifting equipment incidental to their work; and
- performs non-trade tasks incidental to their work.

Wage Group:C8

Engineering/Manufacturing Tradesperson—Special Class Level I

An Engineering/Manufacturing Tradesperson—Special Class Level I means a:

- Special Class Engineering Tradesperson (Mechanical)—Level I; or
- Special Class Engineering Tradesperson (Fabrication)—Level I; or
- equivalent,

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the Manufacturing and Associated Industries and Occupations Award 2010 or equivalent.

An Engineering/Manufacturing Tradesperson—Special Class Level I works above and beyond a tradesperson at the C9 level and to the level of their skills, competence and training performs work within the scope of this level:

- provides trade guidance and assistance as part of a work team;
- assists in the provision of training in conjunction with supervisors and trainers;
- understands and implements quality control techniques;
- works under limited supervision either individually or in a team environment;

- operates lifting equipment incidental to their work; and
- performs non-trade tasks incidental to their work.

Wage Group:C7

Engineering/Manufacturing Tradesperson—Special Class Level II

An Engineering/Manufacturing Tradesperson—Special Class Level II means a:

- Special Class Engineering Tradesperson (Mechanical)—Level II; or
- Special Class Engineering Tradesperson (Fabrication)—Level II; or
- Higher Engineering/Manufacturing Tradesperson; or
- equivalent,

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the Manufacturing and Associated Industries and Occupations Award 2010 or equivalent.

An Engineering/Manufacturing Tradesperson—Special Class Level II works above and beyond a tradesperson at the C8 level and to the level of their skills, competence and training performs work within the scope of this level:

- is able to provide trade guidance and assistance as part of a work team;
- provides training in conjunction with supervisors and trainers;
- understands and implements quality control techniques;
- works under limited supervision either individually or in a team environment;
- operates lifting equipment incidental to their work; and
- performs non-trade tasks incidental to their work.

Wage Group:C6

Advanced Engineering Tradesperson—Level I

An Advanced Engineering Tradesperson—Level I means an:

- Advanced Engineering Tradesperson (Mechanical)—Level I; or
- Advanced Engineering Tradesperson (Fabrication)—Level I;

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the Manufacturing and Associated Industries and Occupations Award 2010 or equivalent.

An Advanced Engineering Tradesperson—Level I works above and beyond a tradesperson at the C7 level and to the level of their skills, competence and training performs work within the scope of this level:

- undertakes quality control and work organisation at a level higher than for the C7 level;
- provides trade guidance and assistance as part of a work team;
- assists in the provision of training to employees in conjunction with supervisors/trainers;
- works under limited supervision either individually or in a team environment;

- prepares reports of a technical nature on specific tasks or assignments;
- exercises broad discretion within the scope of this level;
- operates lifting equipment incidental to their work; and
- performs non-trade tasks incidental to their work.

Wage Group:C5

Advanced Engineering Tradesperson—Level II

An Advanced Engineering Tradesperson—Level II means an:

- Advanced Engineering Tradesperson (Mechanical)—Level II; or
- Advanced Engineering Tradesperson (Fabrication)—Level II;

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the Manufacturing and Associated Industries and Occupations Award 2010 or equivalent.

An Advanced Engineering Tradesperson—Level II works above and beyond a tradesperson at the C6 level and to the level of their skills, competence and training performs work within the scope of this level:

- provides technical guidance or assistance within the scope of this level;
- prepares reports of a technical nature on tasks or assignments within the employee's skills and competence;
- has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task;
- assists in the provision of on-the-job training in conjunction with supervisors and trainers;
- operates lifting equipment incidental to their work; or
- performs non-trade tasks incidental to their work.

Higher Duties

Where any Employee on any day performs two or more classifications of work to which different rates of pay are applicable, the Employee shall be paid at the higher hourly rate for the day if the Employee is required to work at that class of work for two (2) hours or more, and if for less than two (2) hours during any one (1) day the Employee will be paid the higher rate for the time so worked.

Wages

The Employer shall pay employees wages at the rates set out in Appendix 1 .

Payment of Wages

Period and Method of Payment

Wages must be paid weekly by electronic funds transfer into a bank (or other recognised financial institution) account or accounts specified by the employee (where practicable).

Late Payment of Wages

An employee kept waiting for wages on-site on pay day for other than circumstances beyond the control of the employer, for more than a quarter of an hour after the usual time of ceasing work, shall be paid at overtime rates after that quarter hour within a minimum of a quarter of an hour.

Payslips

A payslip containing the following details must be provided to all employees:

- (a) name of employing employer
- (b) business name, legal name, trading name and ABN/ACN
- (c) employee name
- (d) employee classification
- (e) date of payment and period covered
- (f) Details of the number of ordinary hours worked
- (g) details of the number of overtime hours worked
- (h) ordinary hourly rate and amount paid at that rate
- (i) overtime hourly rate and amount paid at those rates
- (j) gross wages paid
- (k) nett wages paid
- (l) details of any deductions made from the wages
- (m) details of all accrued entitlements including RDO accruals, personal leave, annual leave, long service leave, etc;
- (n) details of the employers severance (PROTECT) and superannuation (including salary sacrifice) contributions including when the contribution was made and the amount and details of employee contributions including when the contribution was made and the amount.

Allowances and Special Rate Increases

Unless the contrary intention is clearly indicated, any allowance or special rate that has application under this Policy shall be adjusted by the same percentage and at the same time as the wage increases provided for under this agreement. (Except where these conditions makes reference).

Tool Allowance

An employee classified as a tradesperson shall be paid a tool allowance of \$49.00 per week from July 1 2023, for providing and maintaining their own tools to undertake the work. For 2024 and 2025, tool allowance will increase annually by the percentage wages increase as outlined in the relevant section of this Policy.

The tool allowance is an all purpose allowance.

Construction Certificate Allowances

Construction Trade Certificate Allowance

Where work is being performed on a site where several trade groups are working doing either or both building construction and metal engineering, an all purpose construction trade certificate allowance of \$94.89 per week from 1 July 2023 shall be paid to all employees classified as a tradesperson if they have had 3 months' experience on a construction site working as a tradesperson.

Trade certificate allowance will increase annually by the percentage increase outlined in the relevant section of this Policy.

The trades certificate allowance shall not be paid if an employee is unable to show documented evidence of his or her tradesperson qualifications. Only certificate holders will carry out works that requires a certificate holder to perform i.e Australian Standards

The trades certificate allowance is in recognition of the unique technical skills required by metals tradespersons on a construction site.

Multi-ticket Rigger/Scaffolder/Dogman Allowance

Where work is being performed on site where several trades are working doing either or both building construction and metal engineering/installation works and subject to satisfying the conditions specified in this subclause, an all purpose Multi - Ticket Allowance shall be paid to Riggers Scaffolders or Dogmen who hold and use multiple certificates issued pursuant to the relevant Act and/or Regulations, that are additional to the basic requirements of their classification.

Recognised Certificates/Tickets

The Multi-Ticket Rigger/Scaffolder/Dogman Allowance shall be paid in recognition of the unique technical skills and multiple tasks required of riggers, or scaffolders or dogmen that go beyond their base qualification, while working on a construction site.

The following Certificates/tickets shall be recognised for the purpose of payment of Multi - Ticket Allowance:

Classification -Rigging (basic) and/or Dogman

- Multiple certificates
- Intermediate
- Advanced

- Forklift and/or non slewing Crane

Classification - Scaffolder (basic)

- Multiple certificates
- Intermediate
- Advanced
- Forklift

Eligibility

To be eligible for the payment of a Multi – Ticket Allowance employees must, in addition to holding the appropriate tickets/certificates as listed under “Recognised Certificates/Tickets” above:

- have gained at least 12 months experience; and
- be able to exercise the skills that they have been accredited as acquiring through their qualifications; and
- perform the full range of their accredited skills when requested; and
- provide satisfactory documented evidence of their certificates.

Payment

A Multi - Ticket Allowance of \$44.09 per week from July 1, 2023 (increased annually by the percentage increase of these conditions) shall be paid for each certificate/ticket (as specified under “Recognised Certificates/Tickets” above) held above the basic qualification required for the employee to be classified as a rigger, dogman or scaffolder as the case may be, to a maximum amount of \$88.13 per week (increased annually by the percentage increase outlined in CI 18 of these conditions). An employee claiming for payment of the Multi-Tickets Allowances shall utilize all such qualifications at the direction of the employer.

The Multi - Ticket Allowance shall be paid for all purposes.

First Aid Allowance

The Employer shall allow for the nomination of a sufficient number of qualified persons to render first aid. First aiders shall be paid a first aid allowance of \$23.07 per week (increased annually by the percentage increase outlined in the relevant section of this Policy. This allowance is in substitution for the allowance set out in the Incorporated Award Terms.

The first aid allowance is an all purpose allowance.

Travel Allowance

The rates specified below shall be paid to each employee on every day worked and RDOs:

Commencing from	1/1/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Daily rate	\$55 per day	\$60 per day	\$62 per day	\$64 per day	\$66 per day

Apprentices shall be eligible for payment of Travel Allowance in the proportions detailed in the table below:

Year	Percentage
First Year	50%
Second Year	60%
Third Year	80%
Fourth Year	90%

For the purposes of this clause, any reference to distance will be the point to point distance measured by Google maps.

Where agreed between the parties' long distance travel may be paid when the employee is expected to travel over 50 kilometres and no more than 100 kilometres.

In addition to the travel allowance in above, where an employee is required at the employer's direction, as part of the employees working duties to utilise their own vehicle, all expenses incurred with regard to tolls (Citilink etc.) shall be reimbursed by the Employer.

The travel allowance is a flat allowance.

Where an employee agrees to use a vehicle provided by the employer, the travel allowance above will be paid at 50 percent.

Living Away from Home Allowance

A distant construction sites allowance of \$1000.00 per week or \$200.00 per day for part weeks shall be paid where the Employer directs an employee to perform work on a project located 50 kilometres or more from the address of the Employer contained in the relevant section of this Policy.

The above rates are in substitution for the rates set out in the Award.

If an employee satisfies the Employer that he or she will incur a greater outlay than that above, then the Employer shall meet any out of pocket expenses incurred by the employee.

A employer may supply first class accommodation, including full board shall be provided by the Employer, and, in addition \$40.00 shall be paid for each night the employee is required to be away from home.

The allowances in this clause are flat allowances.

Leading Hand Allowance

A person specifically appointed to be a leading hand must be paid at the rate of the undermentioned percentages of the above weekly rates of the highest classification supervised, or the employee's own rate, whichever is the higher in accordance with the number of persons in the employee's charge.

In charge of: % of the appropriate weekly rate per week

1 Person 2.4%

2 – 5 persons 5.3%

6 – 10 persons 6.7%

More than 10 persons 9.0%

For daily hire employees, the hourly rate payable is calculated by multiplying amount prescribed in CI 118 above by 52 over 50.4 (52/50.4) and dividing by 36 and the said amount will apply for all purposes of this Policy.

Amenities

The employer will continue to provide facilities necessary to ensure adequate occupational health, safety and welfare of its employees including the provision of lockers, drinking and boiling water, appropriate protective clothing, heating, cooling and ventilation and rest room facilities. Any disagreement about the adequacy of facilities shall be dealt with through the disputes settlement procedure of this Policy.

Personal Protective Equipment

Overalls

All employees, upon commencement shall be provided with 3 pairs of overalls or the agreed equivalent which shall remain the property of the employee.

Before being issued with overalls, each employee will sign an authority allowing the Employer to deduct from final wages, an amount equal to the replacement value of any overalls that are not returned, regardless of the conditions of the same. This paragraph operates in conjunction with s324 of the Act.

Safety Boots

Each employee, as near as practicable to commencement of permanent employment, will be reimbursed (on production of a receipt), the cost of one pair of safety boots (approved by the Employer), to a maximum of \$215.00.

Prescription Eyewear

Where an employee's glasses are damaged during the course of employment the employer will reimburse the employee up to \$500.00 on each occasion.

Wet Weather Clothing

All protective clothing such as wet weather jackets, safety helmets, welding jackets, welding shields, welding gauntlets, rubber boots, etc, (which remain the property of the Employer), will be supplied on all occasions deemed necessary.

Jackets

A new employee engaged under these conditions will be supplied by the Employer, free of charge, with a Bluey Jacket (or equivalent in cost or quality) either heavy or light duty. These jackets are to be of good quality. The Bluey Jacket will be the property of the employee, who will be responsible for the cleanliness and upkeep of the garment. Replacement will be on the basis of fair wear and tear. The jacket shall be produced to the employer for examination if so required.

General Terms

Where the Company is bound by a contract or other provisions which requires an issue of clothing which exceeds the above, the Company will observe the better provision.

Where employees have received any of the above items from the same employer by way of another workplace agreement or normal condition of employment, the above items shall not be re-issued until replacement on a fair wear and tear basis if required.

All clothing issued by the company may, at the discretion of the company, be branded with the company logo.

All clothing and footwear provided under this clause will be replaced on the basis of fair wear and tear.

Inclement Weather

This clause establishes the conditions under which payment for periods of inclement weather shall be made.

The purpose of this clause is to set out the procedures and processes which apply for the suspension of work in areas exposed to inclement weather as defined, and prescribes the conditions regulating payment of ordinary time wages for employees who cannot be re-assigned to work out of the inclement weather.

Definition of inclement weather

Inclement weather is defined in Part 1 of this Policy.

Restriction of payment

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

The entitlement to payment for time lost due to inclement weather is an entitlement limited to ordinary time lost, and does not apply to overtime and/or weekend work. Should overtime or weekend work be suspended due to inclement weather, then overtime payments will cease subject to the provisions of these conditions concerning minimum payment for Saturdays and Sundays in which case the minimum time payments as prescribed by the Policy shall apply.

All necessary steps shall be taken to ensure a full working understanding of the inclement weather standards, as contained in this Policy, is achieved and maintained by the management and workers.

Should a portion of the project be affected by inclement weather, all other employees not affected shall continue to work in accordance with the appropriate Policy provisions, regardless that some employees may be entitled to cease work due to inclement weather.

Should a portion of the project be affected by inclement weather, employees can be transferred to another work location under cover on the site or to another site in accordance with the provisions prescribed herein.

Prior to any employee leaving the site due to inclement weather, consultation shall take place between the employee or his or her representatives and site management where practicable. Any stoppage of work, or withdrawal from site, without due consultation will mean that all involved employees will be denied an entitlement to payment as per this clause.

This clause does not limit the circumstances in which employees may be released for genuine training under the '*Inclement Weather Procedure*'.

Dewatering

These provisions are to be read in addition to other relevant sections of this Policy on '*Dewatering*'.

Where a part of a site is affected by surface water following a period of rain, thus rendering some areas unsafe for productive work, consistent with the Employer's obligations under the occupational health and safety laws and legislation, employees shall assist in "dewatering" their own work site or area if it is so affected. Such work to be paid at single time rates. Productive work will continue in areas not so affected.

Where the whole of a site is so affected by surface water following a period of rain that all productive work is suspended by agreement of the parties, then dewatering will proceed as above with employees so engaged being paid at penalty rates as is the case for safety rectification work. When other employees are undertaking productive work in an area or areas not so affected then dewatering will only attract single time rates.

To avoid any confusion any dewatering time which prevents an employee from being engaged in his or her normal productive work is not included in any calculation for the purposes of determining whether an employee is entitled to go home due to wet weather. Further, it does not affect an employee's entitlement as outlined below.

High Winds

The occurrence of high winds, whilst constituting inclement weather affecting some work processes, does not give rise to an entitlement for any employee whose work is suspended to leave the site and

be paid. Payment will not be made for time so lost. The provisions relating to rain do not apply to the time any work is suspended due to the effects of high wind.

Conference requirement and procedure

The Employer, or the Employer's representative, shall, when requested by the employees or a representative of the employees, confer (within a reasonable period of time which should not exceed 30 minutes) for the purpose of determining whether or not weather conditions are inclement. Weather shall not be regarded as inclement unless consultation takes place at such conference. Provided that if the Employer or the Employer's representative refuses to confer within such reasonable period, employees shall be entitled to cease work for the rest of the day and be paid inclement weather.

Cessation and resumption of work

At the time employees cease work due to inclement weather the Employer or the Employer's representative on site and the employee's representative shall agree and note the time of cessation of work.

After the period of inclement weather has clearly ended the employees shall resume work and the time shall be similarly agreed and noted.

Hot weather guidelines

These provisions are in addition to those contained in CI 14.

As part of a process leading to improvements, it is recognised that hot weather procedures including relocation, must be part of formal occupational health and safety procedures developed, adopted and managed on a project basis having regard to the different conditions that may prevail on projects in various locations.

Working arrangements

At temperatures below 35°C workers are not to be relocated out of direct sunlight unless the work environment creates a serious risk to their health and safety, having regard to the nature of the tasks being undertaken, provided that the task or activity being performed is completed and the penalty provisions as for emergency work under the Policy shall apply.

Once the temperature reaches 35°C, or 29°C and 75% humidity, or more, work will cease, and employees may leave the site, provided that the task or activity being performed is completed and the penalty provisions as for emergency work under the Policy Terms shall apply.

By agreement with the occupational health and safety committee and head contractor, during periods of inclement weather (heat) the Saturday break roster can be applied to weekday work.

Shift Workers

All shift workers (i.e. workers whose shift commences at or after the end of the ordinary day work hours) presenting for work when the temperature is at or over 35°C will remain on site in air conditioned amenities for a maximum of 2 hours, holding themselves available to commence work should the temperature fall below 35°C.

Entitlement to payment

An employee shall be entitled to payment by the Employer for ordinary time lost through inclement weather for up to 40 hours in every 4 weeks. For the purpose of this clause the following conditions shall apply:

- (a) The first period shall be deemed to commence on 28 February 2023 and subsequent periods shall commence at four weekly periods thereafter.
- (b) An employee shall be credited with 40 hours at the commencement of each 4 weekly period.
- (c) The number of hours at the credit of any employee at any time shall not exceed 40 hours.
- (d) If an employee commences employment during a calendar month the employee shall be credited 40 hours where the employee commences on any working day within the first week; 30 hours where the employee commences on any working day within the second week; 20 hours where the employee commences on any working day within the third week; and 10 hours where the employee commences on any working day within the fourth week.
- (e) No employee shall be entitled to receive more than 40 hours inclement weather payment in any calendar month.
- (f) The number of hours credited to any employee under this clause shall be reduced by the number of hours for which payment is made in respect of lost time through inclement weather.
- (g) Employees accumulated inclement weather bank shall not be deducted whilst they remain on site.
- (h) Payment under this clause shall be weekly.
- (i) Provided further and subject to paragraph (d) hereof, an employee working on a part-time basis shall be entitled to payment on a pro-rata basis according to the number of ordinary hours agreed to be worked in the four week period. The method of calculation of a part-time daily hire employee's proportionate entitlement shall be as follows:
 - (i) $40 \times \text{Number of hours agreed to be worked during the 4 week period} / 152$

Transfers

Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site, or another site, which is not affected by inclement weather subject to the following:

- (a) No employee shall be transferred to an area not affected by inclement weather unless there is work available in the employee's classification.

- (b) Employees may be transferred from one location on a site to work in areas which are not affected by conditions of inclement weather even though there may not be work for all employees in such areas.
- (c) Employees may be transferred from one site to another site and the employer shall provide, where necessary, transport.

Completion of concrete pours and emergency work

An employee shall not work or be required to work in the rain, except in the case of completing concrete pours or where agreed, emergency work.

In the event of rain the employee shall be provided with adequate wet weather clothing and shall be paid the relevant rate prescribed in CI 16 of the Policy.

Safety

Where an employee is prevented from working at the employee's particular function by unsafe conditions due to the inclement weather, the employee may be transferred to other work in the employee's classification on site, until the unsafe conditions are rectified. Where such alternative is not available and until the unsafe conditions are rectified, the employee shall remain on site. The employee shall be paid for such time without reduction of the employee's inclement weather entitlement.

Additional wet weather procedure

Remaining on site

Where employees are prevented from working because it is raining:

- (a) for more than an accumulated total of four hours of ordinary time in any one day; or
- (b) after the meal break, as provided for in the Incorporated Award Terms, for more than an accumulated total of 50% of the normal afternoon work time; or
- (c) during the final 2 hours of the normal work day for more than an accumulated total of one hour
- (d) the employer shall not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances. Provided that where, by agreement between the employer and/or the employer's representative and the employees or their chosen representative the employees remain on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the employees' hours.

Rain at starting time

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

- (a) the rain stops;

- (b) a covered walkway has been provided;
- (c) the sheds are under cover and the employees can get to the dry area without going through the rain; or
- (d) adequate protection is provided.

Protection shall, where necessary, be provided for the employees' tools.

A dry area shall mean a work location that has not become saturated by rain or where water would not drip on the employees.

Casuals

Casual employees shall be paid a 35% loading on the wage rate for their classification set out in this Agreement. This loading applies for all purpose, to avoid doubt, all purpose allowances are paid prior to applying the casual loading.

The Company and the Union confirm their commitment to maintaining a high level of full time employment and to limit wherever practicable engagement on a short term or casual basis. In this regard it is agreed that the maximum continuous period for which a casual position can be engaged shall be 2 weeks. If the position continues beyond the continuous period of 2 weeks then the casual employee shall thereafter be engaged on weekly hire as a full time employee under the same terms and conditions as a full time employee.

The minimum period of engagement for a casual employee is one working day. On each occasion a casual employee is required to attend work, the employee shall be entitled to payment for a minimum of one days work.

Apprentices

The employer is committed to providing increased employment opportunities for apprentices and trainees. Apprentices and trainees will be paid for attending the required schooling and all associated costs to complete their apprenticeship or traineeship.

All apprentices shall be supervised by an appropriately qualified tradesperson.

It is agreed that metal trade apprentices employed under these conditions will be engaged on the basis of the number of permanent tradespersons employed by the employer as follows:

Less than 5 permanent metal tradesperson = optional

5 – 10 permanent metal tradesperson		= 1 apprentice
11 - 20	“	= 2 apprentices
21 – 30	“	= 3 apprentices
31 – 100	“	= 4 apprentices
101 plus	“	= 5 apprentices

In addition to the above scale the Employer will recruit a minimum of 1 apprentice in the first year of engaging workers under these conditions.

Apprentices will be paid the following percentages of the ECW3 rate of pay as set out in Part 5, CI 118 of the policy.

Year 1	50%
Year 2	60%
Year 3	80%
Year 4	90%

Throughout their apprenticeship adult apprentices will receive the highest wage rate arising from the application of the following three options:

- (a) Where a person was employed by the company immediately prior to becoming an adult apprentice with the company, such person shall not suffer a reduction in the rate of pay by virtue of becoming indentured; or
- (b) The ECW1 classification wage rate in part 5 of these conditions; or
- (c) The wage rate for apprentices as provided in the relevant section of this Policy.

The employer will pay the costs of all tools required by apprentices and trainees to perform their duties appropriate to their tasks and tools will be replaced on a fair wear and tear basis.

Tools will remain the property of the apprentice.

Notice of Termination

The Employer must not terminate an employee's employment unless either:

- (a) the employee has been paid the required payment in lieu of notice: or
- (b) the employee is guilty of serious misconduct.

Calculation of Notice Period

First calculate the notice period according to the table below; and then add 1 week to the notice period if the employee:

- (a) is over 45 years old; and
- (b) has completed at least 2 years of continuous service with the Employer;

and then

Employee's period of service with the Employer	Compensation period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 week
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (c) calculate the required amount of compensation on the basis that it must equal or exceed the total of all amounts that, if the employee's employment had continued beyond the day that the employee's employment actually ended for the compensation period set out above, the Employer would have become liable to pay to the employee if the employment had continuing during that period.

Note: The total must be worked out on the basis of: the employee's ordinary hours of work (even if they are not standard hours); and the amounts ordinarily payable to the employee in respect of those hours, including for example allowances, loadings and penalties, overtime and any other amounts payable under the employee's contract of employment.

If an employee is terminated 14 calendar days prior to public holiday or groups of public holidays, the employer will pay the employee for those public holiday/s.

The Employer must provide a Protect form and separation certificate to each employee when his or her employment is terminated.

Severance Pay

It is agreed that the employer will make weekly severance payments (payable monthly as determined by PROTECT) 'to the PROTECT severance fund for all employees (including apprentices) covered by this agreement. The Employer shall make weekly (or part thereof employed) contributions on each employee's behalf into PROTECT at the rate of:

\$160.00 from October 1 2023

\$180.00 from October 1 2024

\$200.00 from October 1 2025

Or in the case of apprentices, the following weekly contribution rate shall apply (increased annually in line with wages and allowances):

Year	Percentage	Rate 2023	Rate 2024	Rate 2025
First Year	50%	\$80.00	\$90.00	\$100.00

Second Year	60%	\$96.00	\$108.00	\$120.00
Third Year	80%	\$128.00	\$144.00	\$160.00
Fourth Year	90%	\$144.00	\$162.00	\$180.00

When an employee is made redundant, the difference between contributions made into PROTECT and the Award/National Employment Standards entitlement will be made up if necessary by the employer.

Severance payments are to be made for periods when employees are on:

- Pay
- Any form of paid leave
- Workcover payments
- ColInvest/Long Service Leave
- Income protection insurance payments (unless severance payments are made by a third party e.g. insurer)
- Unpaid leave due to injury or illness, compassionate grounds (of less than a month or unless otherwise agreed) or taken pursuant to this Agreement or the NES.

At the request of an employee (or if the employee elects through the employee's representative), the Employer will arrange as soon as possible for an authorised representative of Protect to attend the workplace where the Employer's employees are engaged for the purposes of explaining to employees the benefits available to them under the Protect Severance Fund arrangements and to answer any questions that employees may have about the Protect Severance Fund arrangements.

Outplacement

In addition to redundancy entitlements, an employee who has been continuously employed by the company for more than 12 months and has been made redundant under the terms of this Policy the employee will qualify for retraining assistance, career transition services and financial advice.

The parties will mutually agree on the provider for these services. Where the parties are unable to reach agreement, the default provider is Hudson.

Union Delegates

Representation

The Employer recognises the role the employees' on-site delegate has in seeking to ensure industrial harmony on the site or at the workplace.

Further, the Employer recognises that the on-site delegate is a first point of contact for an employee who has an employment related grievance or a grievance, query or concern arising under the terms of the Policy.

The delegate will have the opportunity to meet with all new employees engaged in accordance with this Policy within one week of the commencement of their employment. The meeting will be held during ordinary time hours and will be concluded within a reasonable time.

A delegate shall, upon notification to the Employer by the Union, be recognised as the accredited representative of the employees and, if an employee seeks representation by the delegate, that representative will be allowed all necessary time during working hours to submit to the Employer employment related matters affecting the employees he or she represents.

At all other times the delegate will perform productive work within his or her range of qualifications and competence. Further, the delegate shall be allowed reasonable time during working hours to attend to such job matters affecting the employees.

Duties of Union Delegates

Delegates' duties include:

- (a) representing the Union and its members in workplace relations matters at work;
- (b) giving the Union's representatives instructions and information during a dispute, including during preparations and attendances in tribunals and courts;
- (c) keeping Union members informed of workplace relations matters and providing advice;
- (d) interviewing new employees about workplace relations matters at the time they enter employment and/or prior to employees commencing work at site.
- (e) the opportunity to meet with contractors and the contractors' employees when they first come on site, for the purposes of fulfilling these delegates duties.
- (f) attend meetings outside the workplace to represent employees.

The delegate shall have protection from victimisation and this right to be expressed in prohibiting the company from dismissing the delegate or from changing his or her department or shift or in any other way seeking to separate the Delegate from the union members without first consulting the relevant union organiser or State Secretary.

Upon the request of the delegate/s the company will arrange for the paid release of delegate/s to attend additional union meetings. These meetings include (but not limited to), yearly delegates forum, industry steering committees and quarterly Delegates/district committee meetings.

Where a delegate has been elected as a representative onto a union governing body, the company shall be notified of the position the delegate has been elected as well as the dates and time the meetings occur each year. Upon notification the company will arrange for the paid release of Delegate/s to attend these meetings.

Prior to termination or transfer of an employee representative 2 days' written notice shall be given to the employee representative.

Union meetings

Each quarter the Union may convene a meeting of Union members of up to 30 minutes duration during working hours. The meetings will be without loss of pay.

Meetings are to be timed so as to minimise inconvenience for all parties.

Delegate facilities

The Employer shall provide an agreed facility for the use of the delegates to perform their duties and functions as the on-site representative of the employees.

The provision of the following facilities is to ensure that the employee representative is able to effectively perform his or her functions in a professional and timely manner. The facilities shall include:

- a fixed telephone;
- a computer with access to the internet, email and printer
- a table and chairs;
- a filing cabinet;
- air-conditioning/heating;
- access to stationery and other administrative facilities, as required; and,
- access to prominent notice board for the posting of union approved notices.

Industrial Relations Training Leave

Each year a delegate will be allowed up to 10 days paid leave per annum to attend Union approved training and other activities.

ANNUAL PICNIC DAY

There shall be a paid annual picnic day which all employees covered by this Policy are entitled to attend. Any employee working on this day will be paid the same rate as a public holiday (double time and a half). The day on which the annual picnic day occurs shall ordinarily be observed as the first Monday in December or as otherwise agreed between all the parties.

All employees will be entitled to attend the Picnic Day without loss of pay, provided that proof of attendance is given to the Employer.

INCOME PROTECTION

WageGuard

The Employer must provide “WAGEGUARD income protection insurance for all employees covered by this Policy. The Employer will contribute the following amounts (inclusive of GST and stamp duty) to income protection insurer WAGEGUARD in respect of each of its Employees for, or on account of, the premium insuring income protection for each of those employees:

Date	1/3/2022	1/3/2023	1/3/2024	1/3/2025	1/3/2026	1/3/2027
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Minimum weekly premium	\$41.30	\$47.00	\$51.00	\$54.00	*	*
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The terms of the income protection policy will provide:

- (i) Injury and sickness 85% of pre-disability income for up to 104 weeks;
- (ii) Workplace injury and sickness 100% of pre-disability income protection for up to 104 weeks
- (iii) The rates at which these payments are due must be raised by any increase provided for in this Policy.

Waiting Period:

- (i) Injury and sickness 14 days; or 28 days for all claims in respect of disability resulting from an insured person training for, practicing or playing any code of football,
- (ii) Workplace injury and sickness 14 days; or 28 days for all claims in respect of disability resulting from an insured person training for, practicing or playing any code of football.

Cover Expiry Age

- (i) 70 years of age for sickness, and
- (ii) 70 years of age for injury.

Income protection insurance providers other than WageGuard must only be used by agreement between the parties to this Policy.

If the Employer does not comply with 43.1, the Employer will pay full wages including normal penalties loadings and allowances for all time an employee is unable to attend work due to accident, illness or injury.

While an employee is receiving payments under an income protection insurance policy pursuant to this clause the Employer must continue to make superannuation contributions and PROTECT (redundancy) contributions on the employee's behalf at the rate the employee was receiving such contributions before the insurance payments commenced (although if there is a general wage increase or increase to PROTECT and Superannuation contributions—under this Policy that increase will apply to the contributions).

While an employee is receiving payments under an income protection insurance policy pursuant to this clause he or she shall remain an employee of the Employer and his or her absence shall count as service for all purposes for up to 2 years in respect of any one disablement.

Any paid leave used (i.e. long service leave, annual leave, sick leave etc) by an employee after the fourteen day waiting period will be reimbursed to the employee once the claim is approved by the provider.

Whilst an employee is receiving income protection payments the Employer shall annually increase the wages of the employee as set out in this Policy.

The Employer agrees to effect the necessary insurance with that provider within 7 days of work commencing under this Policy. Also the Employer agrees to pay any employee their income protection amount they are entitled to on a weekly basis once they have received approval from the insurance on the claim and agree to continue to pay the claim.

SUPERANNUATION

Superannuation

Superannuation contributions are dealt with by the *Superannuation Guarantee (Administration) Act 1992*, especially at Part 3A—Choice of fund requirements (**Choice provisions**). If the Employer is required to give an employee a “standard choice form” or an “updated standard choice form” under the Choice provisions (**Form**), the Form must specify CBUS, USI Number CBU0100AU as the employer nominated superannuation fund.

On behalf of first and second year apprentices, the Employer shall make a superannuation contribution of 11% (or whatever higher rate is set by superannuation legislation as the amount of the superannuation guarantee change) on all earnings (all earnings include full wages specified in this Policy, travel allowance, fares allowance, all site allowances paid during ordinary time, shift allowances, any other components defined in the Superannuation Guarantee Legislation and casual loading).

On behalf of each employee and 3rd and 4th year apprentices, the Employer shall contribute:

	Commencement	1 July 2024	1 July 2025	1 July 2026	1 July 2027
SUPER (Employer)	\$285.00	\$297.00	\$310.00	\$323.00	\$336.00
SUPER (Employee)	\$72.00	\$75.00	\$78.00	\$81.00	\$84.00
Total Employer Payment	\$357.00	\$372.00	\$388.00	\$404.00	\$420.00

or any greater amount as required by Commonwealth legislation on all earnings as defined above.

The Employer must make contributions to CBUS in accordance with the rules of the fund.

A casual employee shall receive an amount on a proportionate basis and the contribution shall be the greater of either 11% (or whatever higher rate is set by superannuation legislation as the amount of the superannuation guarantee change) or the proportionate amount.

The Employer will make contributions into superannuation when an employee is on any form of paid leave and for up to 52 weeks of absence from work and receives workers compensation or income protection. The minimum amount described in this Policy (as increased in accordance with the Policy) will be the level of contribution to superannuation whilst an employee is on income protection up to a minimum period of 52 weeks.

The Employer will continue to contribute into an employees' superannuation fund while an employee is on Long Service Leave (including but not limited to QLeave). Payment into the nominated fund will be in line with this clause.

In respect of a default fund employee, contributions must not be made for such employee into a fund or scheme that does not have a MySuper product. This requirement does not apply if the fund or scheme is an exempt public sector scheme or if the employee, and each other default fund employee in relation to whom contributions are made, are defined benefit members.

Salary sacrifice for superannuation

An Employee may request that the Company salary sacrifice an amount of the Employee's wages to a complying superannuation fund nominated by the Employee.

The Employer will, at its own cost, process the sacrifice through the Employer's payroll facility.

The Employer will deduct the amount from the Employee's wages prior to PAYG taxation being applied. This will reduce the Employee's taxable income by the amount of the sacrificed component. The amount sacrificed will appear on the Employee's payment summary.

The Employer will calculate and apply all penalty rates and leave loading rates etc. based on the wages prior to deducting the sacrificed amount.

An Employee may at any time withdraw from a salary sacrifice arrangement on giving a minimum of 2 pay periods' notice to the Employer.

An Employee may alter the level/percentage of salary sacrifice only once per financial year (1 July to 30 June).

It is the responsibility of Employees to make themselves aware of the conditions relating to salary sacrificing which may vary from time to time depending on changes to legislation and the terms and conditions of the Employee's complying fund.

Employer superannuation contributions will not be reduced by any contributions made through salary sacrifice arrangements.

The Employee's salary for all purposes other than tax liability will be calculated as if the salary sacrifice arrangement had not been in place.

PROTECTION OF EMPLOYEE ENTITLEMENTS

The parties agree that in the event that a transfer of business is to occur as defined in the Award, in order to protect employees accrued annual leave entitlements, that the Employer shall either pay employee entitlement into an agreed industry fund, or enter into bank guarantee, insurance bond or other arrangement to secure assets equivalent to the total amount of such accrued entitlements prior to the transfer occurring.

The accrued entitlements will be calculated to the date on which the transfer of business will occur. Entitlements will be calculated in accordance with the Award, legislation or as specified within this Policy.

Further, the Employer agrees that in the event of a transfer of business, the Employer will consult with employees and employee representatives before the transfer of business to monitor the implementation of this subclause and the Employer agrees, having regard for confidentiality, that it will table information relevant to the financial viability of the Employer.

Any dispute or issue in connection with the operation of this clause will be resolved in accordance with the dispute resolution procedure set out in this Policy.

The operations of this subclause will not change the provision or the application of the Award terms relating to transfers of businesses.

SITE AGREEMENTS

Where an employee is employed or engaged at a site/client premise, where there is a general provision that applies to employees engaged on that site/client premises that provides a benefit that is superior to the provisions of this Policy, then the superior conditions shall apply. This provision shall go to such issues as wages, site allowances, classification levels and the like. For the avoidance of doubt, the dispute resolution procedure contained in this Policy applies to disputes over the application of this clause.

INDUSTRY FUND COMPLIANCE

The Employer shall ensure that all its employees covered by this Policy are compliant with the industry schemes PROTECT, WageGuard, CBus and QLeave.

At the request of an employee (or if the employee elects through the employee's representative), the Employer will arrange as soon as possible for an authorised industry fund representative to attend the workplace where the Employer's employees are engaged for the purposes of explaining to employees the benefits available to them under fund arrangements and to answer any questions that employees may have about fund arrangements.

It is acknowledged that information confirming compliance (i.e registration and contribution status) may be provided by the industry scheme/s to the parties on request, provided that any individual whose information is to be made available has consented to such information being provided.

ACCIDENT PAY

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

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 ordinary rate, which will increase with the wages increases provided for in this Policy.

The Employer shall pay or cause to be paid accident pay as defined above during the incapacity of the employee arising from any one injury for a total of 104 weeks whether the incapacity is in one continuous period or not.

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.

RETURN TO WORK AFTER A WORK RELATED OR NON-WORK RELATED INJURY OR ILLNESS

The parties agree that an effective and efficient return to work (RTW) process is important to both the Employer and employees. The Employer wants access to trained and experienced labour and employees want a consistent, easily understood and user-friendly process that reduces stress and uncertainty.

Where an employee is requested to demonstrate that they are fit to return to full duties then a medical certificate from the employee's treating medical practitioner will suffice.

Where an employee can return to work on modified duties, the Employer will accept and make every effort to modify the requirements of the position to enable a graduated return to full duties.

An employee, making every effort to RTW will be provided with suitable employment.

REHABILITATION LEAVE

Leave to Attend Rehabilitation Program:

An Employee may be granted up to 30 days of paid Rehabilitation Leave:

- (a) To attend an approved rehabilitation program, where the Employer is satisfied that:
 - (i) The Employee is affected by addiction or a related health condition of any kind, including, but not limited to, alcohol or other drug (AOD) use/misuse or other addictive behaviours (e.g., gambling); and
 - (ii) The Employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with addiction or other related health conditions.

OR:

- (a) To provide care and support to another Employee or a friend or family member of the Employee who requires care and support due to addiction or a related health condition of any kind.

Evidence and Quantum of Leave:

- (a) On production of proof of attendance at an approved rehabilitation program, an Employee will be granted 30 days' paid leave to support completion of the program.
- (b) An Employee taking leave, will be granted up to 30 days' paid leave as required.

- (c) An Employer may require an Employee taking leave, to provide evidence that care and support is required. Production of a medical certificate or statutory declaration will satisfy any such evidentiary requirement.

Other Leave:

- (a) An Employee may utilise leave under this clause in conjunction with any other type of leave.
- (b) For the avoidance of doubt, any leave granted under this clause will not break (and will count towards) an Employee's continuous service.

Supported Return to Work:

- (a) An Employee who has utilised leave under the relevant section of the Policy will be supported by the Employer to return to work in a way that is sensitive to their recovery journey and their probable need for ongoing access to AOD support services. As such, the Employer will give due consideration to any reasonable request from an Employee in recovery or their chosen representative to alter the Employee's working arrangements, including but not limited to:
 - (i) Flexible working hours to facilitate attendance at appointments or peer support sessions etc.
 - (ii) Ability to work from home as needed.
 - (iii) Flexible use of personal, annual, or long service leave, including single day or half-day absences.
 - (iv) Access to reasonable unpaid leave.

Appendix 1 – Rates of Pay

CONSTRUCTION WORKER CLASSIFICATIONS AND RATES OF PAY							
Level	Occupations	From	1/07/2023	1/07/2024	1/07/2025	1/07/2026	1/07/2027
CW8	Supervisor	p/w	\$2,319.50	\$2,435.48	\$2,557.25	\$2,685.11	\$2,819.37
		p/h	\$64.43	\$67.65	\$71.03	\$74.59	\$78.32
CW7	Tower Crane Operator, Tower Crane Rigger, Hoist Rigger, Supervisor (Sub-Foreperson)	p/w	\$2,226.72	\$2,338.06	\$2,454.96	\$2,577.71	\$2,706.59
		p/h	\$61.85	\$64.95	\$68.19	\$71.60	\$75.18
CW6	Trainer	p/w	\$2,133.94	\$2,240.64	\$2,352.67	\$2,470.30	\$2,593.82
		p/h	\$59.28	\$62.24	\$65.35	\$68.62	\$72.05
CW5	Special Class Trades, Special Class Dogman (as defined), Refractory Bricklayer, Carver	p/w	\$2,041.16	\$2,143.22	\$2,250.38	\$2,362.90	\$2,481.05
		p/h	\$56.70	\$59.53	\$62.51	\$65.64	\$68.92
CW4	Signwriter	p/w	\$1,948.38	\$2,045.80	\$2,148.09	\$2,255.50	\$2,368.27
		p/h	\$54.12	\$56.83	\$59.67	\$62.65	\$65.79
CW4	Marker Setter Out, Letter Cutter, WHSO, Union delegate	p/w	\$2,040.99	\$2,143.04	\$2,250.19	\$2,362.70	\$2,480.84
		p/h	\$56.69	\$59.53	\$62.51	\$65.63	\$68.91
CW4	Mobile Concrete Boom Pump Operator	p/w	\$1,948.38	\$2,045.80	\$2,148.09	\$2,255.50	\$2,368.27
		p/h	\$54.12	\$56.83	\$59.67	\$62.65	\$65.79
CW3	Carpenters/Joiners, Stonemason, Other Qualified Tradesperson*	p/w	\$1,948.21	\$2,045.62	\$2,147.90	\$2,255.30	\$2,368.06
		p/h	\$54.12	\$56.82	\$59.66	\$62.65	\$65.78
CW3	Floor layers, Plasterers, Tilers, Tuck-pointers	p/w	\$1,934.98	\$2,031.73	\$2,133.32	\$2,239.98	\$2,351.98
		p/h	\$53.75	\$56.44	\$59.26	\$62.22	\$65.33

CW3	Bricklayers, Water-proofers	p/w	\$1,924.78	\$2,021.01	\$2,122.07	\$2,228.17	\$2,339.58
		p/h	\$53.47	\$56.14	\$58.95	\$61.89	\$64.99
CW3	Slater, Ridge or Roof Fixer, Roof Tiler	p/w	\$1,908.52	\$2,003.95	\$2,104.15	\$2,209.35	\$2,319.82
		p/h	\$53.01	\$55.67	\$58.45	\$61.37	\$64.44
CW3	Painters, Glaziers, Installers	p/w	\$1,855.60	\$1,948.38	\$2,045.80	\$2,148.09	\$2,255.50
		p/h	\$51.54	\$54.12	\$56.83	\$59.67	\$62.65
CW3	Rigger, Dogman, Employees with AQF 3 certificates (even if Employee job mentioned in lower classification), Mobile Concrete Line Pump Operators, Concrete Cutter (+ 6 months experience)	p/w	\$1,889.62	\$1,984.10	\$2,083.31	\$2,187.47	\$2,296.85
		p/h	\$52.49	\$55.11	\$57.87	\$60.76	\$63.80
CW2	Scaffolder, Powder Monkey, Hoist & Winch Driver, Foundation Shaftsmen, Steelfixer (including Tack Welder), Concrete Finisher, Traffic Controller, Gatemen / Security Guard, Pump Line Hand, Post Tensioning, Caulkers/Joint Sealers	p/w	\$1,781.38	\$1,870.45	\$1,963.97	\$2,062.17	\$2,165.28
		p/h	\$49.48	\$51.96	\$54.55	\$57.28	\$60.15
CW1	Skilled Labourer, Formwork Labourer, Truck Delivery Driver and Others	p/w	\$1,714.58	\$1,800.31	\$1,890.32	\$1,984.84	\$2,084.08
		p/h	\$47.63	\$50.01	\$52.51	\$55.13	\$57.89

APPRENTICESHIP RATES OF PAY (4 Year)							
Stage	Occupations	From	1/07/2023	1/07/2024	1/07/2025	1/07/2026	1/07/2027
4	Apprenticeship (90% of CW3)	p/w	\$1,663.96	\$1,747.15	\$1,834.51	\$1,926.24	\$2,022.55
		p/h	\$46.22	\$48.53	\$50.96	\$53.51	\$56.18
3	Apprenticeship (75% of CW3)	p/w	\$1,386.72	\$1,456.20	\$1,528.92	\$1,605.60	\$1,685.88
		p/h	\$38.52	\$40.45	\$42.47	\$44.60	\$46.83
2	Apprenticeship (60% of CW3)	p/w	\$1,109.16	\$1,164.60	\$1,222.56	\$1,283.76	\$1,348.20
		p/h	\$30.81	\$32.35	\$33.96	\$35.66	\$37.45
1	Apprenticeship (50% of CW3)	p/w	\$924.21	\$970.42	\$1,018.94	\$1,069.89	\$1,123.38
		p/h	\$25.67	\$26.96	\$28.30	\$29.72	\$31.21

APPRENTICESHIP RATES OF PAY (3 year)							
Stage	Occupations	From	1/07/2023	1/07/2024	1/07/2025	1/07/2026	1/07/2027
3	Apprenticeship (90% of CW3)	p/w	\$1,663.96	\$1,747.15	\$1,834.51	\$1,926.24	\$2,022.55
		p/h	\$46.22	\$48.53	\$50.96	\$53.51	\$56.18
2	Apprenticeship (70% of CW3)	p/w	\$1,293.89	\$1,358.59	\$1,426.52	\$1,497.84	\$1,572.74
		p/h	\$35.94	\$37.74	\$39.63	\$41.61	\$43.69
1	Apprenticeship (50% of CW3)	p/w	\$924.21	\$970.42	\$1,018.94	\$1,069.89	\$1,123.38
		p/h	\$25.67	\$26.96	\$28.30	\$29.72	\$31.21

TRAINEE WAGES

Persons undertaking a Traineeship will receive either the following rates or remain at their existing level, whichever is the greater:

Stage	Occupations	From	1/07/2023	1/07/2024	1/07/2025	1/07/2026	1/07/2027
5	Traineeship (100% of CW3)	p/w	\$1,855.60	\$1,948.38	\$2,045.80	\$2,148.09	\$2,255.50
		p/h	\$51.54	\$54.12	\$56.83	\$59.67	\$62.65
4	Traineeship (CW2 – 96% of CW3)	p/w	\$1,781.38	\$1,870.45	\$1,963.97	\$2,062.17	\$2,165.28
		p/h	\$49.48	\$51.96	\$54.55	\$57.28	\$60.15
3	Traineeship (CW1 – 92.4% of CW3)	p/w	\$1,714.58	\$1,800.31	\$1,890.32	\$1,984.84	\$2,084.08
		p/h	\$47.63	\$50.01	\$52.51	\$55.13	\$57.89
2	Traineeship (CW1(b) – 88% of CW3)	p/w	\$1,632.93	\$1,714.58	\$1,800.31	\$1,890.32	\$1,984.84
		p/h	\$45.36	\$47.63	\$50.01	\$52.51	\$55.13
1	Traineeship (New Entrant – 82% of CW3)	p/w	\$1,521.59	\$1,597.67	\$1,677.56	\$1,761.43	\$1,849.51
		p/h	\$42.27	\$44.38	\$46.60	\$48.93	\$51.38

Trainees shall progress through each of the stages every six months from the date of commencement, unless stages are otherwise completed earlier.

EARTHMOVERS CLASSIFICATIONS – RATES OF PAY

Level	Occupations	From	1/07/2022	1/07/2023	1/07/2024	1/07/2025	1/07/2026	1/07/2027
CW3	Bobcat, Pile Driver	p/w	\$1,728.18	\$1,814.59	\$1,905.32	\$2,000.58	\$2,100.61	\$2,205.64
		p/h	\$48.00	\$50.40	\$52.92	\$55.57	\$58.34	\$61.26
CW4	Backhoe, Drott, Vibrating Roller, Front Mini Excavator	p/w	\$1,784.14	\$1,873.35	\$1,967.01	\$2,065.37	\$2,168.63	\$2,277.06
		p/h	\$49.55	\$52.03	\$54.63	\$57.36	\$60.23	\$63.24
CW5	Bulldozer, Scraper Excavator, Grader, Front end loader over 2.25mtrs	p/w	\$1,859.96	\$1,952.96	\$2,050.61	\$2,153.14	\$2,260.79	\$2,373.83
		p/h	\$51.65	\$54.23	\$56.94	\$59.79	\$62.78	\$65.92
CW6	Final Trim Grader	p/w	\$1,929.77	\$2,026.26	\$2,127.57	\$2,233.95	\$2,345.65	\$2,462.93
		p/h	\$53.59	\$56.27	\$59.08	\$62.04	\$65.14	\$68.40

MOBILE HYDRAULIC PLATFORMS CLASSIFICATIONS – RATES OF PAY							
MOBILE HYDRAULIC PLATFORMS							
Occupations	From	1/07/2022	1/07/2023	1/07/2024	1/07/2025	1/07/2026	1/07/2027
Trainee (as defined)	p/w	\$1,709.54	\$1,795.02	\$1,884.77	\$1,979.01	\$2,077.96	\$2,181.85
	p/h	\$47.49	\$49.86	\$52.36	\$54.98	\$57.72	\$60.61
Boom length up to and including 11 metres (including Trainees)	p/w	\$1,717.95	\$1,803.85	\$1,894.04	\$1,988.74	\$2,088.18	\$2,192.59
	p/h	\$47.72	\$50.11	\$52.61	\$55.24	\$58.00	\$60.90
Boom length over 11 metres and up to 17 metres	p/w	\$1,796.18	\$1,885.99	\$1,980.29	\$2,079.30	\$2,183.27	\$2,292.43
	p/h	\$49.90	\$52.40	\$55.01	\$57.77	\$60.65	\$63.69
Boom length over 17 metres and up to 23 metres	p/w	\$1,847.33	\$1,939.70	\$2,036.68	\$2,138.52	\$2,245.44	\$2,357.71
	p/h	\$51.32	\$53.89	\$56.58	\$59.41	\$62.38	\$65.50
Boom length over 23 metres and up to 28 metres	p/w	\$1,907.50	\$2,002.88	\$2,103.02	\$2,208.17	\$2,318.58	\$2,434.51
	p/h	\$52.98	\$55.63	\$58.41	\$61.33	\$64.40	\$67.62
Unit equipped with underbridge unit	p/w	\$1,907.50	\$2,002.88	\$2,103.02	\$2,208.17	\$2,318.58	\$2,434.51
	p/h	\$52.98	\$55.63	\$58.41	\$61.33	\$64.40	\$67.62

MOBILE CRANE CLASSIFICATIONS – RATES OF PAY**MOBILE CRANES**

Occupations	From	1/07/2022	1/07/2023	1/07/2024	1/07/2025	1/07/2026	1/07/2027
Up to 20 tonnes	p/w	\$1,840.57	\$1,932.60	\$2,029.23	\$2,130.69	\$2,237.22	\$2,349.09
	p/h	\$51.13	\$53.69	\$56.37	\$59.19	\$62.15	\$65.26
Over 20 tonnes and up to 60 tonnes	p/w	\$1,898.72	\$1,993.66	\$2,093.34	\$2,198.01	\$2,307.91	\$2,423.30
	p/h	\$52.74	\$55.38	\$58.15	\$61.05	\$64.11	\$67.31
Over 60 tonnes and up to 100 tonnes	p/w	\$1,955.75	\$2,053.54	\$2,156.21	\$2,264.03	\$2,377.23	\$2,496.09
	p/h	\$54.33	\$57.05	\$59.90	\$62.89	\$66.04	\$69.34
Over 100 tonnes and up to 200 tonnes	p/w	\$2,008.87	\$2,109.31	\$2,214.78	\$2,325.52	\$2,441.79	\$2,563.88
	p/h	\$55.80	\$58.59	\$61.52	\$64.60	\$67.83	\$71.22
Over 200 tonnes and up to 300 tonnes	p/w	\$2,110.63	\$2,216.16	\$2,326.97	\$2,443.32	\$2,565.48	\$2,693.76
	p/h	\$58.62	\$61.55	\$64.63	\$67.86	\$71.25	\$74.82
Over 300 tonnes and up to 400 tonnes	p/w	\$2,153.66	\$2,261.34	\$2,374.41	\$2,493.13	\$2,617.79	\$2,748.68
	p/h	\$59.84	\$62.83	\$65.97	\$69.27	\$72.74	\$76.37
Over 400 tonnes and up to 500 tonnes	p/w	\$2,210.70	\$2,321.24	\$2,437.30	\$2,559.16	\$2,687.12	\$2,821.48
	p/h	\$61.42	\$64.49	\$67.72	\$71.10	\$74.66	\$78.39
Over 500 tonnes and up to 600 tonnes	p/w	\$2,283.48	\$2,397.65	\$2,517.54	\$2,643.41	\$2,775.58	\$2,914.36
	p/h	\$63.43	\$66.60	\$69.93	\$73.43	\$77.10	\$80.95
Over 600 tonnes and up to 700 tonnes	p/w	\$2,337.12	\$2,453.98	\$2,576.67	\$2,705.51	\$2,840.78	\$2,982.82
	p/h	\$64.92	\$68.17	\$71.57	\$75.15	\$78.91	\$82.86
Over 700 tonnes (+\$1.59 for every 100 tonnes above 700 tonnes)	p/w	\$2,394.72	\$2,514.46	\$2,640.18	\$2,772.19	\$2,910.80	\$3,056.34
	p/h	\$66.52	\$69.85	\$73.34	\$77.01	\$80.86	\$84.90
Rigger, dogman	p/w	\$1,797.84	\$1,887.73	\$1,982.12	\$2,081.22	\$2,185.29	\$2,294.55
	p/h	\$49.94	\$52.44	\$55.06	\$57.81	\$60.70	\$63.74

PILING CLASSIFICATIONS – RATES OF PAY								
Level	Occupations	From	1/07/2022	1/07/2023	1/07/2024	1/07/2025	1/07/2026	1/07/2027
CW7	Senior Supervisor	p/w	\$2,059.41	\$2,162.38	\$2,270.50	\$2,384.02	\$2,503.23	\$2,628.39
		p/h	\$57.20	\$60.06	\$63.06	\$66.22	\$69.53	\$73.00
CW6	Working Supervisor	p/w	\$1,973.69	\$2,072.37	\$2,175.99	\$2,284.79	\$2,399.03	\$2,518.98
		p/h	\$54.82	\$57.56	\$60.44	\$63.46	\$66.63	\$69.97
CW5	Junior Supervisor	p/w	\$1,887.83	\$1,982.22	\$2,081.33	\$2,185.40	\$2,294.67	\$2,409.40
		p/h	\$52.44	\$55.06	\$57.82	\$60.71	\$63.74	\$66.93
CW4	Senior Foundation Operator (SFO)	p/w	\$1,813.57	\$1,904.25	\$1,999.46	\$2,099.43	\$2,204.41	\$2,314.63
		p/h	\$50.37	\$52.89	\$55.53	\$58.31	\$61.23	\$64.29
CW3	Foundation Operator (FO)	p/w	\$1,760.92	\$1,848.97	\$1,941.41	\$2,038.49	\$2,140.41	\$2,247.43
		p/h	\$48.92	\$51.37	\$53.93	\$56.63	\$59.46	\$62.44
CW3	Foundation Labourer – Skilled (FSL)	p/w	\$1,760.92	\$1,848.97	\$1,941.41	\$2,038.49	\$2,140.41	\$2,247.43
		p/h	\$48.92	\$51.37	\$53.93	\$56.63	\$59.46	\$62.44
CW2	Foundation Labourer 2 (FL2)	p/w	\$1,690.41	\$1,774.93	\$1,863.68	\$1,956.86	\$2,054.70	\$2,157.44
		p/h	\$46.96	\$49.31	\$51.77	\$54.36	\$57.08	\$59.93
CW1	Foundation Labourer 1 (FL1)	p/w	\$1,627.14	\$1,708.50	\$1,793.92	\$1,883.62	\$1,977.80	\$2,076.69
		p/h	\$45.19	\$47.45	\$49.82	\$52.31	\$54.93	\$57.68

PLUMBING AND MECHANICAL SERVICES RATES OF PAY

Date From	EA Start	1 Jul 23	1 Jul 24	1 Jul 25	1 Jul 26	1 Jul 27
Percentage Increase (%)		5%	5%	5%	5%	5%
Plumbing and Mechanical Services Sheet Metal Worker (55%)	\$29.00	\$30.45	\$31.97	\$33.57	\$35.25	\$37.01
Plumbing and Mechanical Services Sheet Metal Worker (75%)	\$39.56	\$41.54	\$43.61	\$45.80	\$48.09	\$50.49
Plumbing and Mechanical Services Worker Level 2(a) (85%)	\$44.82	\$47.06	\$49.41	\$51.88	\$54.48	\$57.20
Plumbing and Mechanical Services Worker Level 2(b) (88%)	\$46.41	\$48.73	\$51.17	\$53.73	\$56.41	\$59.23
Plumbing and Mechanical Services Worker Level 2(c) (90%)	\$47.47	\$49.84	\$52.34	\$54.95	\$57.70	\$60.59
Plumbing and Mechanical Services Worker Level 2(d) (92%)	\$48.72	\$51.16	\$53.71	\$56.40	\$59.22	\$62.18
Plumbing and Mechanical Services Worker Level 2 (100%)	\$52.74	\$55.38	\$58.15	\$61.05	\$64.11	\$67.31
Plumbing and Mechanical Services Tradesperson Level 1 (100%)	\$52.74	\$55.38	\$58.15	\$61.05	\$64.11	\$67.31
Plumbing and Mechanical Services Tradesperson Level 2 (105%)	\$55.43	\$58.20	\$61.11	\$64.17	\$67.38	\$70.74
Plumbing and Mechanical Services – Special Class Level 1 (110%)	\$58.00	\$60.90	\$63.95	\$67.14	\$70.50	\$74.02
Plumbing and Mechanical Services – Special Class Level 2 (115%)	\$60.61	\$63.64	\$66.82	\$70.16	\$73.67	\$77.36
Advanced Plumbing and Mechanical Services Tradesperson (120%)	\$63.27	\$66.43	\$69.76	\$73.24	\$76.91	\$80.75
Advanced Plumbing and Mechanical Services Tradesperson (125%)	\$65.88	\$69.17	\$72.63	\$76.26	\$80.08	\$84.08
Apprentices						
1st Year	\$18.23	\$19.19	\$20.53	\$21.56	\$22.64	\$23.77
2nd Year	\$25.06	\$26.38	\$28.23	\$29.64	\$31.12	\$32.67

Date From	EA Start	1 Jul 23	1 Jul 24	1 Jul 25	1 Jul 26	1 Jul 27
3rd Year	\$34.19	\$35.98	\$38.50	\$40.42	\$42.44	\$44.56
4th Year	\$41.01	\$43.17	\$46.19	\$48.50	\$50.93	\$53.48
Mature Age 1st Year	\$34.19	\$35.98	\$38.50	\$40.42	\$42.44	\$44.56
Mature Age 2nd Year	\$36.47	\$38.38	\$41.07	\$43.12	\$45.28	\$47.54
Mature Age 3rd Year	\$38.36	\$40.38	\$43.21	\$45.37	\$47.64	\$50.02
Mature Age 4th Year	\$41.01	\$43.17	\$46.19	\$48.50	\$50.93	\$53.47
Apprentices – Trade Qualified						
1st Year (incl. Mature Age)	\$34.19	\$35.98	\$38.50	\$40.42	\$42.44	\$44.56
2nd Year (incl. Mature Age)	\$36.47	\$38.38	\$41.07	\$43.12	\$45.28	\$47.54
3rd Year (incl. Mature Age)	\$38.36	\$40.38	\$43.21	\$45.37	\$47.64	\$50.02
4th Year (incl. Mature Age)	\$41.01	\$43.17	\$46.19	\$48.50	\$50.93	\$53.47

SPRINKLER FITTER RATES OF PAY

Date From	EA Start	1 Jul 23	1 Jul 24	1 Jul 25	1 Jul 26	1 Jul 27
% Increase		5%	5%	5%	5%	5%
Sprinkler Fitter Assistant (86.29%)	\$47.18	\$49.54	\$52.02	\$54.62	\$57.35	\$60.21
Sprinkler Fitting Tradesperson Level 2 (105%)	\$55.30	\$58.07	\$60.97	\$64.02	\$67.22	\$70.58
Sprinkler Fitting Tradesperson – Special Class Level 1 (110%)	\$57.86	\$60.75	\$63.79	\$66.98	\$70.33	\$73.85
Sprinkler Fitting Tradesperson – Special Class Level 2 (115%)	\$60.46	\$63.48	\$66.66	\$69.99	\$73.49	\$77.16
Advanced Sprinkler Fitting Tradesperson – Level 1 (120%)	\$63.11	\$66.27	\$69.58	\$73.06	\$76.71	\$80.55
Advanced Sprinkler Fitting Tradesperson – Level 2 (125%)	\$65.72	\$69.01	\$72.46	\$76.08	\$79.88	\$83.88
Apprentices						
1st Year	\$21.58	\$22.66	\$23.79	\$24.98	\$26.23	\$27.54
2nd Year	\$23.74	\$24.93	\$26.17	\$27.48	\$28.86	\$30.30
1st & 2nd Year Adult Apprentice	\$28.21	\$29.62	\$31.10	\$32.66	\$34.29	\$36.00
3rd Year (incl. Adult Apprentice)	\$32.32	\$33.94	\$35.63	\$37.41	\$39.29	\$41.25
4th Year (incl. Adult Apprentice)	\$38.85	\$40.79	\$42.83	\$44.97	\$47.22	\$49.58
Apprentices – Trade Qualified						
1st Year (incl. Adult Apprentice)	\$31.34	\$32.91	\$34.55	\$36.28	\$38.09	\$40.00

2nd Year	\$33.05	\$34.70	\$36.44	\$38.26	\$40.17	\$42.18
2nd Year Adult Apprentice	\$33.11	\$34.77	\$36.50	\$38.33	\$40.25	\$42.26
3rd Year (incl. Adult Apprentice)	\$34.76	\$36.50	\$38.32	\$40.24	\$42.25	\$44.36
4th Year (incl. Adult Apprentice)	\$38.85	\$40.79	\$42.83	\$44.97	\$47.22	\$49.58

ROOFING RATES OF PAY

Date From	EA Start	1 Jul 23	1 Jul 24	1 Jul 25	1 Jul 26	1 Jul 27
Percentage Increase (%)		5%	5%	5%	5%	5%
Roof Plumber (75% 1st 12 months of employment only)	\$35.57	\$41.54	\$43.61	\$45.80	\$48.09	\$50.49
Roof Plumber (80% competent to trade level)	\$37.93	\$44.30	\$46.52	\$48.84	\$51.29	\$53.85
Roof Plumber (100% fully competent to trade level)	\$47.42	\$55.38	\$58.15	\$61.05	\$64.11	\$67.31
Roof Plumber (105% possessing relevant Certificate III trade qual)	\$49.80	\$58.20	\$61.11	\$64.17	\$67.38	\$70.74
Apprentices						
1st Year (40%)	\$18.23	\$19.19	\$20.53	\$21.56	\$22.64	\$23.77
2nd Year (60%)	\$25.06	\$26.38	\$28.23	\$29.64	\$31.12	\$32.67
3rd Year (80%)	\$34.19	\$35.98	\$38.50	\$40.42	\$42.44	\$44.56
Mature Age Apprentices						
1st Year & 2nd Year	\$36.47	\$38.38	\$41.07	\$43.12	\$45.28	\$47.54
3rd Year	\$38.36	\$40.38	\$43.21	\$45.37	\$47.64	\$50.02

Grade	From Commencement		1/07/2024		1/07/2025		1/07/2026		1/07/2027	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Electrical Worker Grade 10	\$2,831.65	\$78.66	\$2,973.24	\$82.59	\$3,121.90	\$86.72	\$3,277.99	\$91.06	\$3,441.89	\$95.61
Electrical Worker Grade 9	\$2,601.61	\$72.27	\$2,731.69	\$75.88	\$2,868.28	\$79.67	\$3,011.69	\$83.66	\$3,162.28	\$87.84
Electrical Worker Grade 8	\$2,524.50	\$70.13	\$2,650.73	\$73.63	\$2,783.26	\$77.31	\$2,922.42	\$81.18	\$3,068.55	\$85.24
Electrical Worker Grade 7	\$2,371.01	\$65.86	\$2,489.56	\$69.15	\$2,614.04	\$72.61	\$2,744.74	\$76.24	\$2,881.98	\$80.05
Electrical Worker Grade 6	\$2,288.02	\$63.56	\$2,402.42	\$66.73	\$2,522.55	\$70.07	\$2,648.67	\$73.57	\$2,781.11	\$77.25
Foreman Rate Grade 2	\$2,237.72	\$62.16	\$2,349.60	\$65.27	\$2,467.08	\$68.53	\$2,590.44	\$71.96	\$2,719.96	\$75.55
Foreman Rate Grade 1	\$2,189.98	\$60.83	\$2,299.48	\$63.87	\$2,414.45	\$67.07	\$2,535.18	\$70.42	\$2,661.94	\$73.94
Electrical Worker Grade 5 LH	\$2,144.08	\$59.56	\$2,251.28	\$62.54	\$2,363.85	\$65.66	\$2,482.04	\$68.95	\$2,606.14	\$72.39
Electrical Worker Grade 5	\$2,094.88	\$58.19	\$2,199.62	\$61.10	\$2,309.60	\$64.16	\$2,425.08	\$67.36	\$2,546.33	\$70.73
Electrical Fitter	\$2,044.57	\$56.79	\$2,146.80	\$59.63	\$2,254.14	\$62.61	\$2,366.84	\$65.75	\$2,485.19	\$69.03
Communication Tradesperson	\$1,988.02	\$55.22	\$2,087.42	\$57.98	\$2,191.79	\$60.88	\$2,301.38	\$63.93	\$2,416.45	\$67.12
Electrical Worker Grade 4	\$1,939.55	\$53.88	\$2,036.53	\$56.57	\$2,138.35	\$59.40	\$2,245.27	\$62.37	\$2,357.54	\$65.49
Apprentices										
First Year	\$704.66	\$19.57	\$739.89	\$20.55	\$776.88	\$21.58	\$815.73	\$22.66	\$856.51	\$23.79
Second Year	\$968.67	\$26.91	\$1,017.11	\$28.25	\$1,067.96	\$29.67	\$1,121.36	\$31.15	\$1,177.43	\$32.71
Third Year	\$1,321.19	\$36.70	\$1,387.24	\$38.53	\$1,456.61	\$40.46	\$1,529.44	\$42.48	\$1,605.91	\$44.61
Fourth Year	\$1,585.20	\$44.03	\$1,664.46	\$46.24	\$1,747.69	\$48.55	\$1,835.07	\$50.97	\$1,926.82	\$53.52
Adult Apprentices										
First Year	\$1,321.19	\$36.70	\$1,387.24	\$38.53	\$1,456.61	\$40.46	\$1,529.44	\$42.48	\$1,605.91	\$44.61
Second Year	\$1,409.31	\$39.15	\$1,479.78	\$41.10	\$1,553.77	\$43.16	\$1,631.46	\$45.32	\$1,713.03	\$47.58
Third Year	\$1,482.75	\$41.19	\$1,556.89	\$43.25	\$1,634.74	\$45.41	\$1,716.47	\$47.68	\$1,802.30	\$50.06
Fourth Year	\$1,585.20	\$44.03	\$1,664.46	\$46.24	\$1,747.69	\$48.55	\$1,835.07	\$50.97	\$1,926.82	\$53.52

Metal Worker and Engineering Construction Worker Wage Rates - BPIC's										
Grade	Current rate		From the first full pay period on or after 1/07/2024 (+5%)		From the first full pay period on or after 1/07/2025 (+5%)		From the first full pay period on or after 1/07/2026 (+5%)		From the first full pay period on or after 1/07/2027 (+5%)	
	pw	ph	pw	ph	pw	ph	pw	ph	pw	Ph
C5 (130%)	\$2,532.35	\$70.34	\$2,658.97	\$73.86	\$2,791.91	\$77.55	\$2,931.51	\$81.43	\$3,078.08	\$85.50
C6 (125%)	\$2,434.95	\$67.64	\$2,556.70	\$71.02	\$2,684.53	\$74.57	\$2,818.76	\$78.30	\$2,959.70	\$82.21
C7 (115%)	\$2,240.15	\$62.23	\$2,352.16	\$65.34	\$2,469.77	\$68.60	\$2,593.26	\$72.03	\$2,722.92	\$75.64
C8 (110%)	\$2,142.76	\$59.52	\$2,249.89	\$62.50	\$2,362.39	\$65.62	\$2,480.51	\$68.90	\$2,604.53	\$72.35
C9 (105%)	\$2,045.36	\$56.82	\$2,147.63	\$59.66	\$2,255.01	\$62.64	\$2,367.76	\$65.77	\$2,486.15	\$69.06
C10 (100%)	\$1,947.96	\$54.11	\$2,045.36	\$56.82	\$2,147.63	\$59.66	\$2,255.01	\$62.64	\$2,367.76	\$65.77
C11 (92.4%)	\$1,799.92	\$50.00	\$1,889.91	\$52.50	\$1,984.41	\$55.12	\$2,083.63	\$57.88	\$2,187.81	\$60.77
C12 (87.4%)	\$1,702.52	\$47.29	\$1,787.64	\$49.66	\$1,877.03	\$52.14	\$1,970.88	\$54.75	\$2,069.42	\$57.48
C13 (82%)	\$1,597.33	\$44.37	\$1,677.19	\$46.59	\$1,761.05	\$48.92	\$1,849.11	\$51.36	\$1,941.56	\$53.93
C14 (78%)	\$1,519.41	\$42.21	\$1,595.38	\$44.32	\$1,675.15	\$46.53	\$1,758.91	\$48.86	\$1,846.85	\$51.30
Apprentices										
First Year (55%)	\$1,071.38	\$29.76	\$1,124.95	\$31.25	\$1,181.19	\$32.81	\$1,240.25	\$34.45	\$1,302.27	\$36.17
Second Year (65%)	\$1,266.17	\$35.17	\$1,329.48	\$36.93	\$1,395.96	\$38.78	\$1,465.75	\$40.72	\$1,539.04	\$42.75
Third Year (75%)	\$1,460.97	\$40.58	\$1,534.02	\$42.61	\$1,610.72	\$44.74	\$1,691.26	\$46.98	\$1,775.82	\$49.33
Fourth Year (90%)	\$1,753.16	\$48.70	\$1,840.82	\$51.13	\$1,932.86	\$53.69	\$2,029.51	\$56.38	\$2,130.98	\$59.19
Adult Apprentices										
First Year (75%)	\$1,460.97	\$40.58	\$1,534.02	\$42.61	\$1,610.72	\$44.74	\$1,691.26	\$46.98	\$1,775.82	\$49.33
Second Year (80%)	\$1,558.37	\$43.29	\$1,636.29	\$45.45	\$1,718.10	\$47.73	\$1,804.01	\$50.11	\$1,894.21	\$52.62
Third Year (84%)	\$1,636.29	\$45.45	\$1,718.10	\$47.73	\$1,804.01	\$50.11	\$1,894.21	\$52.62	\$1,988.92	\$55.25
Fourth Year (90%)	\$1,753.16	\$48.70	\$1,840.82	\$51.13	\$1,932.86	\$53.69	\$2,029.51	\$56.38	\$2,130.98	\$59.19

Appendix 2 – Allowance Tables

ALLOWANCE TITLE	From Commence ment	From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026	From 1/07/2027
Acid work	\$2.59	\$2.72	\$2.86	\$3.00	\$3.15	\$3.31
Asbestos	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Asbestos eradication	\$3.18	\$3.34	\$3.51	\$3.68	\$3.87	\$4.06
Bagging	\$0.90	\$0.95	\$0.99	\$1.04	\$1.09	\$1.15
Bitumen	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
laying or lifting other than standard bricks Over 5kg but under 9kg	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Over 9kg but under 18kg	\$1.77	\$1.86	\$1.95	\$2.05	\$2.15	\$2.26
18kg and over	\$2.47	\$2.59	\$2.72	\$2.86	\$3.00	\$3.15
Certificate allowance	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Cleaning down brickwork	\$0.91	\$0.96	\$1.00	\$1.05	\$1.11	\$1.16
Cold work	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Computing quantities	\$7.08	\$7.43	\$7.81	\$8.20	\$8.61	\$9.04
Confined spaces	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Cutting tiles	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Delegate Allowance	\$2.39	\$2.51	\$2.63	\$2.77	\$2.91	\$3.06
Dirty work	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Dry polishing of tiles	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Explosive power tools	\$2.32	\$2.44	\$2.56	\$2.69	\$2.82	\$2.96
First-aid attendant (minimum qualification) per day	\$4.15	\$4.36	\$4.58	\$4.80	\$5.04	\$5.30
Higher first aid cert. (per day)	\$6.55	\$6.88	\$7.22	\$7.58	\$7.96	\$8.36
Furnace work	\$2.57	\$2.70	\$2.83	\$2.98	\$3.12	\$3.28
Higher work- Painting trades	\$0.91	\$0.96	\$1.00	\$1.05	\$1.11	\$1.16
Hot work between 46-54 Degrees Celsius	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Health and Safety Representative Allowance	\$2.39	\$2.51	\$2.63	\$2.77	\$2.91	\$3.06
Exceeding 54 degrees	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Insulation	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Laser user and allowance (per day)	\$4.06	\$4.26	\$4.48	\$4.70	\$4.93	\$5.18

ALLOWANCE TITLE	From Commence ment	From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026	From 1/07/2027
Living away from home allowance (per day)	\$83.03	\$87.18	\$91.54	\$96.12	\$100.92	\$105.97
Return trip transport Employee/tools (per return trip)	\$33.06	\$34.71	\$36.45	\$38.27	\$40.18	\$42.19
Leading hand not more than 1	\$0.76	\$0.80	\$0.84	\$0.88	\$0.92	\$0.97
Leading hand 2 and not more than 5	\$1.65	\$1.73	\$1.82	\$1.91	\$2.01	\$2.11
Leading hand 6 and not more than 10	\$2.10	\$2.21	\$2.32	\$2.43	\$2.55	\$2.68
Leading hand more than 10	\$2.79	\$2.93	\$3.08	\$3.23	\$3.39	\$3.56
Meal allowance (per instance)	\$20.34	\$21.36	\$22.42	\$23.55	\$24.72	\$25.96
Multi-storey (Height): commencement to 15 th floor	\$1.38	\$1.45	\$1.52	\$1.60	\$1.68	\$1.76
Multi-storey (Height): 16 th to 30 th	\$1.64	\$1.72	\$1.81	\$1.90	\$1.99	\$2.09
Multi-storey (Height): 31 st to 45 th	\$2.55	\$2.68	\$2.81	\$2.95	\$3.10	\$3.25
Multi-storey (Height): 46 th to 60 th	\$3.30	\$3.47	\$3.64	\$3.82	\$4.01	\$4.21
Multi-storey (Height): 61 st and onwards	\$4.03	\$4.23	\$4.44	\$4.67	\$4.90	\$5.14
On Call Allowance (Per Week)	\$133.39	\$250.00	\$262.50	\$275.65	\$289.41	\$303.88
Plaster or composition spray	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Power Tools	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Roof repairs	\$0.90	\$0.95	\$0.99	\$1.04	\$1.09	\$1.15
Roof repairs over 15 metres eaves pitch over 35 degrees	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Roof repairs over 15 metres eaves pitch over 40 degrees	\$1.76	\$1.85	\$1.94	\$2.04	\$2.14	\$2.25
Second hand timber (per day)	\$3.84	\$4.03	\$4.23	\$4.45	\$4.67	\$4.90
Slushing	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Spray application- Painters	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Swing scaffold (including Bosuns Chair) first 4 hours 0-15 storeys	\$7.08	\$7.43	\$7.81	\$8.20	\$8.61	\$9.04
Swing scaffold (including Bosuns Chair) after 4 hours 0-15 storeys	\$1.48	\$1.55	\$1.63	\$1.71	\$1.80	\$1.89
Swing scaffold (including Bosuns Chair) first 4 hours 16-30 storeys	\$9.11	\$9.57	\$10.04	\$10.55	\$11.07	\$11.63
Swing scaffold (including Bosuns Chair) after 4 hours 16-30 storeys	\$1.92	\$2.02	\$2.12	\$2.22	\$2.33	\$2.45
Swing scaffold (including Bosuns Chair) first 4 hours 31-45 storeys	\$10.78	\$11.32	\$11.88	\$12.48	\$13.10	\$13.76
Swing scaffold (including Bosuns Chair) after 4 hours 31-45 storeys	\$2.27	\$2.38	\$2.50	\$2.63	\$2.76	\$2.90

ALLOWANCE TITLE	From Commence ment	From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026	From 1/07/2027
Swing scaffold (including Bosuns Chair) first 4 hours 46-60 storeys	\$17.66	\$18.54	\$19.47	\$20.44	\$21.47	\$22.54
Swing scaffold (including Bosuns Chair) after 4 hours 46-60 storeys	\$3.71	\$3.90	\$4.09	\$4.29	\$4.51	\$4.74
Swing scaffold (including Bosuns Chair) first 4 hours greater than 60 storeys	\$22.52	\$23.65	\$24.83	\$26.07	\$27.37	\$28.74
Swing scaffold (including Bosuns Chair) after 4 hours greater than 60 storeys	\$4.73	\$4.97	\$5.21	\$5.48	\$5.75	\$6.04
Tool Allowance: Artificial stoneworker, Stonemason, Carpenter and/or Joiner, Carver, Letter cutter, Marble and Slate Employee, Marker and Setter Out, Plumber, Special Class Tradesperson	\$2.45	\$2.57	\$2.70	\$2.84	\$2.98	\$3.13
Tool Allowance: Caster, Fixer, Floor layer specialist, Plasterer, Tiler	\$2.10	\$2.21	\$2.32	\$2.43	\$2.55	\$2.68
Tool Allowance: Bricklayer, Waterproofer	\$1.83	\$1.92	\$2.02	\$2.12	\$2.22	\$2.34
Tool Allowance: Roof Tilers, Slate Ridge, or Roof Fixer	\$1.40	\$1.47	\$1.54	\$1.62	\$1.70	\$1.79
Tool Allowance: Scaffolder, Rigger, Steelfixer, Concreteer	\$0.90	\$0.95	\$0.99	\$1.04	\$1.09	\$1.15
Tool Allowance: Painter, Glazier, Licensed Drainer, Signwriter	\$0.80	\$0.84	\$0.88	\$0.93	\$0.97	\$1.02
Towers allowance	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Toxic substances working in close proximity	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Toxic substances (working with)	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Underground allowance (per week)	\$21.02	\$22.07	\$23.17	\$24.33	\$25.55	\$26.83
Underground allowance (per day or shift or part thereof)	\$4.23	\$4.44	\$4.66	\$4.90	\$5.14	\$5.40
Wet concrete or campo	\$0.90	\$0.95	\$0.99	\$1.04	\$1.09	\$1.15
Wet work	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Transfers during working hours (per Km)	\$1.44	\$1.51	\$1.59	\$1.67	\$1.75	\$1.84

*Please note all allowances are listed by hourly rate unless noted otherwise

Appendix 3 - RDO Calendars

2023 RDO CALENDAR

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

QLD School Holidays
Public Holidays
QLD only public holidays
NT on Public Holidays
EBA RDO's
Industry RDO's

2024 RDO CALENDAR

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3					1	2	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30
														31						

April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					

October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

QLD School Holidays

Public Holidays

QLD only public holidays

NT on Public Holidays

EBA RDO's

Industry RDO's

2025 RDO CALENDAR

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28		23	24	25	26	27	28	29
														30	31					

April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30					

July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2		1	2	3	4	5	6
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31			24	25	26	27	28	29	30	28	29	30				
							31													

October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1		1	2	3	4	5	6
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
							30													

QLD School Holidays

Public Holidays

QLD only public holidays

NT on Public Holidays

EBA RDO's

Industry RDO's

Appendix 4 - Impairment Policy

1. PRINCIPLES

The health, wellbeing and safety of employees are of paramount importance to the employer, employees and their Unions. This policy is part of a broad work, health and safety (WHS) program to secure the highest level of health and safety in the workplace.

The policy adopts a WHS approach that involves identifying, assessing and controlling all workplace hazards, using the hierarchy of control, and then reviewing these controls to ensure ongoing improvements.

The focus of this policy is on the WHS risks associated with impairment and should be read in conjunction with other company policies concerning health and safety, particularly in relation to fatigue management, risk management and safe systems of work.

This policy has been compiled in a manner that is non-punitive and supportive of employees. This policy shall not be used in a discriminatory manner. Anti-Discrimination Law protects against discrimination on the basis of addiction and may also protect against discrimination on the basis of impairments caused by drug and alcohol addiction or use.

The policy and procedures adopt a peer based intervention approach based on fairness and equity for all employees.

2. SCOPE

This policy will apply to all employees (including managers and supervisors), contractors and labour hire staff. The policy applies to these groups at all times when they are engaged in company business, whether on or off site and when driving company vehicles.

3. STRUCTURE

The Impairment Policy is categorised in order with the intended implementation:

Training & Awareness

- (a) Extensive research has shown training and awareness of impairment related issues provides the most effective means of behavioural change and encourages better decision making. The two types of training in accordance with this policy to do this are:
 - (i) Workplace Impairment Training (WIT) - all workers onsite will do this training;
 - (ii) Preliminary Impairment Assessment (PIA) - HSRs, delegates and the PC's safety staff will undertake this training.

Testing

Testing for drugs and alcohol is used to support and measure the results of the education and awareness program.

Support Services

Rehabilitation, counselling and EAP's. Support is strictly non- punitive and can be accessed at any time (self-identification of the need for help is strongly encouraged).

4. OBJECTIVES

The objectives of this policy are as follows:

- (a) To provide a safe and healthy working environment for all workers;
- (b) To work collaboratively in the implementation and co-ordination of this policy with employees, employers and their elected representatives to achieve the objectives of this policy;
- (c) To eliminate and control risks which may lead to impairment affecting health and safety in the workplace;
- (d) To ensure that there is a mechanism for managing impairment at work that is transparent, objective and in accordance with the purpose of this policy;
- (e) To ensure that all persons are provided with adequate information and education on the health and safety issues surrounding impairment, and on the operation of this policy;
- (f) To ensure that employees have access to rehabilitation, support and counselling of their choice on a voluntary basis that is independent, professional and confidential, without jeopardising their employment;
- (g) To ensure confidentiality of information concerning the application of this policy to a worker is maintained.

5. RESPONSIBILITIES

The employer shall:

- (a) Provide a work environment that is safe and without risks to health and safety;
- (b) Provide information about the testing requirements to all existing employees, contractors and labour hire staff and to all new staff at the point of induction;
- (c) Ensure that this policy is implemented fairly and equitably across all sections of the workforce;
- (d) Comply with the four policy implementation steps outlined below;
- (e) Have adequate resources (e.g., a room that allows for confidential impairment assessments to be discussed, if necessary, suitable transport to safely remove impaired employees from the workplace to be able to meet the objectives of this policy.

Employees shall:

- (a) Co-operate reasonably with the employer in the implementation of this policy;

- (b) If any employee reasonably believes that any person on the site may be a health and safety risk to themselves or others they should inform their employer and their relevant Preliminary Impairment Assessor (PIA) of this belief;
- (c) Not possess, consume, or be under the influence of, alcohol or other drugs while working;
- (d) Ensure that they do not work, if they believe that they may be impaired;
- (e) Consult their doctor or pharmacist about possible side effects of using prescribed or over-the-counter medication;
- (f) Inform their employer and their Preliminary Impairment Assessor (PIA) if they have been made aware by their treating doctor or pharmacist of possible impairment as a side effect of medication, or if they feel impaired by medication.

6. POLICY IMPLEMENTATION WILL INVOLVE THE FOLLOWING STEPS.

PC/Employer and Union shall agree on a policy start date.

Engagement of an agreed training and rehabilitation/treatment service providers.

Provision of on-going Workplace Impairment Training (WIT) and Preliminary Impairment Assessors training (PIA).

Ongoing promotion of this policy

A purpose of the policy and procedure is to provide protocols and procedures for workplace alcohol and other drug testing that are evidence-based, consistent with best practice, comply with relevant Australian Standards, and contribute to workplace safety and worker wellbeing.

The following drug and alcohol testing programs will be adopted:

- (a) Self-testing;
- (b) Random Shift testing;
- (c) For-cause testing;
- (d) Post-incident testing;
- (e) Reasonable concern testing;
- (f) Testing of Minors.

Any employee who is assessed as being impaired shall be advised to contact the rehabilitation/treatment provider.

The employee will be permitted to access personal leave in the first instance and then take accrued personal leave entitlements for the period of time they are accessing the treatment provider.

With the endorsement/acceptance of the Impairment Policy the Principle Contractor (PC) will undertake to not pass the implementation and cost of drug and alcohol testing to its subcontractors.

It will also ensure compliance with this policy as follows:

- (a) Subcontractors will be contractually required to comply with this procedure as a condition of contract/EBA;
- (b) All direct employees of the PC as a condition of their employment must agree to adhere to the terms and conditions of the impairment policy.

Notwithstanding anything else contained in the policy, the costs of all testing contained within this policy shall be borne by the PC unless otherwise specified in this document.

7. DEFINITION OF A WORKER

Anyone who carries out work for a Person Conducting a Business or Undertaking, such as:

- (a) an employee (either salaried or wages);
- (b) a contractor or subcontractor;
- (c) an employee of a contractor or subcontractor;
- (d) an employee of a labour hire company;
- (e) an apprentice or trainee;
- (f) a student gaining work experience;
- (g) an outworker;
- (h) a volunteer;
- (i) a visitor to a workplace.

8. TRAINING

The training provider shall be the Workplace Impairment Officer or other agreed provider between the Union and the PC/employer. Impairment awareness training sessions will be delivered to all workers (including principle contractor workers), sub-contractors and labour hire workers at least once every two years.

In addition to the below training course outlines, principal contractors will be required to develop a site specific information session to be delivered as part of the site induction outlining their Drug and Alcohol testing procedures for the site.

The below requirements will be audited on an annual basis. Requirements for an approved training provider:

- (a) Must have previous experience delivering Workplace Impairment Training;
- (b) Must consult with professional organisations to develop all training courses;
- (c) Must be able to demonstrate a continuous improvement plan for each training course.

Trainers must have the following qualifications:

- (a) Cert IV in WHS;
- (b) Cert IV in Training and Assessing (TAE);
- (c) Nationally Accredited Course in On-Site Drug and Alcohol Testing;

All training must be delivered Face to Face (F2F).

Workplace Impairment Training (WIT)

- (a) WIT course must be a minimum of (2) hours in length and must cover the following topics:

- (i) Australian Workplace Health and Safety construction statistics;
- (ii) Overview of the Workplace Health and Safety Act, state specific;
- (iii) Mental Health - discussing at length stress, anxiety and depression;
- (iv) Fatigue - overview of causes and coping mechanisms;
- (v) Illness and Injury - management of illness and injury, legal requirements and rehabilitation process;
- (vi) Chemicals, Heat, Cold, and Noise and their abilities to cause impairment at work;
- (vii) Legal/Illegal Drugs and Alcohol - statistics on current usage, potential negative consequences to the workplace, workplace deaths and accidents associated with drug and alcohol use;
- (viii) Harm related to drug and alcohol use;
- (ix) Understanding what is a standard drink and how long this will stay in your system;
- (x) Detection rates for illegal drugs;
- (xi) Administering self-alcohol and drug tests;
- (xii) Information about EAP and the services they offer.

Preliminary Impairment Assessor (PIA)

- (a) PIA training must be a minimum of (4) hours in length and must cover the following topics:
 - (i) Understanding the signs of impairment;
 - (ii) Conflict resolution;
 - (iii) Skills to conduct an impairment Assessment;
 - (iv) Overview of what a PIA is;
 - (v) What are possible impairment factors;
 - (vi) Causes and symptoms of impairment;
 - (vii) Investigative skills.
- (a) Training is not to be conducted in a lunchroom, unless there are multiple lunchrooms on site and:
 - (i) the training session will not interfere with workers wanting to use the room for smoko or lunch; or
 - (ii) the training session will not be interfered with by workers wanting to use the room in general.

No worker can be tested for drugs and/or alcohol unless they have been trained in this policy.

9. TESTING METHODS

Alcohol Testing Method

Alcohol testing must only be done by use of an Accredited Breath Test device. The device must be calibrated and meet the minimum requirements of AS3547.

Drug Testing Method

Drug testing may only be performed by oral fluid testing;

The equipment used to perform the test shall be used, tested and calibrated to the manufacturer's instructions and certified to AS 4760 (Process for specimen collection and the detection and quantitation of drug in oral fluid);

- (a) The drug testing shall be conducted by an accredited person, following all of the chain of custody provisions;
- (b) The test must be performed in accordance with AS 4760 (Procedures for specimen collection and the detection and quantitation of drugs in oral fluid).

As part of this policy with regards to Drug and Alcohol testing the following substances must be tested for:

- (a) Alcohol;
- (b) Opiates;
- (c) THC;
- (d) Cocaine;
- (e) Benzodiazepines;
- (f) Amphetamine; and
- (g) Methamphetamine

10. TESTING PROVIDER

Must be NATA Accredited.

Must have accreditation AS4760:2006 Procedures for specimen collection and the detection and quantitation of drug abuse in oral fluid.

Must be agreed upon by the PC/Employer and the Union.

Minimum standards that the testing company must meet are as follows:

- (a) competent and trained staff;
- (b) appropriate equipment and instruments;
- (c) proper management and storage of test kits and reagents;
- (d) secure and controlled storage and management of samples;

- (e) comprehensive record keeping; and
- (f) clear and precise reporting.

Before the Authorised Testing Agent is engaged to be the sample collector for the principle contractor all relevant stakeholders must be engaged to make sure there is no conflict of interest and that they are totally independent. If a conflict of interest exists, or should arise, the Authorised Testing Agent must report it immediately.

11. ROOM REQUIREMENTS

Each workplace shall have a room nominated for use to undertake drug and alcohol testing consistent with this procedure. This room will not normally be the first aid room at a workplace unless a workplace has multiple first aid rooms and the use of a first aid room for the purpose of drug and alcohol testing will not affect the ability of the workplace to respond to a first aid incident.

The room selected for use must so far as reasonably practicable:

- (a) Provide privacy for the Worker being tested including but not limited to:
 - (i) Have a closing door;
 - (ii) Not allow for casual visual observation of the testing process by other Workers external to the room e.g. through glass windows;
 - (iii) Not allow conversations to be casually overheard by other workers;
- (b) Be clean and hygienic;
- (c) Be free from interruption whilst testing is being undertaken;
- (d) Include discrete entry and exit.

12. TESTING REQUIREMENTS -

Workplaces

On workplaces where the value of the Commonwealth's contribution to the project that includes the building work is at least \$5,000,000, and represents at least 50% of the total construction project value or the Commonwealth's contribution to the project that includes the building work is at least \$10,000,000 (irrespective of its proportion of the total construction project value) the following minimum testing requirements must be adhered to.

Alcohol - on the day of testing all workers onsite shall be required to submit a breath sample i.e. blanket testing.

Drugs -As a minimum, frequent periodic testing (at least once per month where required by law, at intervals required by the client or by mutual agreement by the PC/employer and the Union) of the workforce (both construction Workers and site office Workers) will be as follows:

- (a) where there are less than 30 Workers at a workplace – at least 10% of the workforce;
- (b) where there are 30 to 100 Workers at a workplace – a minimum of 5 Workers; and

- (c) where there are greater than 100 Workers at a workplace – a minimum of 10 Workers;
- (d) The frequency of testing and the number of workers selected shall be increased in line with the escalation below where test results meet the criteria indicated:

Number of Workers	Criteria	Action
Less than 30 workers at a workplace	Confirmed positive results in 2 consecutive tests at the same workplace	Testing of 20% of workforce
30-100 workers at a workplace	Confirmed positive results for 3 or more workers in 2 consecutive testing rounds at the same workplace	Testing of 10 workers
Greater than 100 workers	Confirmed positive results for 6 or more workers in 2 consecutive testing rounds at the same workplace	Testing of 20 workers

The increased testing requirements shall continue until no Confirmed Positive test results are recorded for 2 consecutive testing periods.

Other jobs

On jobsites/workplaces where there is no Commonwealth contribution testing frequency will be agreed upon by mutual consent by the PC/Employer and the Union. Testing requirements will remain the same for all jobsites.

13. PRESCRIBED MEDICATIONS

Workers that are taking Prescribed Drugs or Pharmacy Only Drugs that they believe could register a positive test result should inform the Authorised Testing Agent prior to undergoing any requested test

If a Worker fails to declare that they are taking Prescribed Drugs or Pharmacy Only Drugs before being tested and they record a Non-Negative Result Initial Test result, a post test declaration will not be considered relevant to the result and the Worker will be excluded from duty for the remainder of the shift, subject to a Confirmatory Test.

Workers who record a Non-Negative Result Initial Test result will be excluded from their work duties and the workplace until a Confirmatory Test result has been received.

If that confirmatory result is a Positive Result Confirmatory Test, then:

- (a) The terms and conditions of the applicable industrial agreement shall be observed in relation to consultation and consequence management action.

When a confirmatory test result is negative or the result recorded is less than the target level or is consistent with a level expected from therapeutic use of a Prescribed Drug or Pharmacy Only Drug, which was advised by the Worker, then the test result shall be considered a Negative Result Initial Test for the purpose of any consequence management action

Where a Worker is excluded from the workplace as a result of a Non-Negative Result Initial Test for Drugs and the confirmatory test is positive for a Pharmacy Only or Prescription Drug, the following factors would normally be considered in deciding when it is appropriate to allow a worker to return to the workplace and/or return to normal duties:

- (a) Whether the worker declared the medication during the pre-test interview with the Designated Collector or Authorised Testing Agent;
- (b) The level of the medication detected is consistent with therapeutic use;
- (c) Written advice from the worker's doctor advising that the medication is required to treat a medical condition; and
- (d) The medication will not affect the worker's ability to perform the inherent requirements of their job - i.e. they are fit for work.

14. SPECIAL CIRCUMSTANCES FOR PRESCRIPTION MEDICATION

A Worker participating in a treatment plan for a medical condition, managed by a Registered Medical Practitioner and involving a Prescribed Drug/Only Drug could result in a Non-Negative Result Initial Test if they are selected for Drug and Alcohol testing.

If in the above circumstance a Non-Negative Result Initial Test occurs, and provided that the Worker has:

- (a) Declared their use of the Prescribed Drug/Pharmacy Only Drug in a letter less than 12 months old from a registered medical practitioner before the commencement of testing; and
- (b) Declared their use of the Prescribed Drug/Pharmacy Only Drug to the Authorised Testing Agent or Designated Collector before the commencement of testing;
- (c) Then the Non-Negative Result Initial Test result shall be recorded at the workplace and a second sample of oral fluid shall be taken and sent for confirmatory testing. The worker shall be allowed to remain at work but must be precluded from high risk construction work activity until the result of the confirmatory test is known.

Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are consistent with that prescribed by the prescribed medical practitioner, then a Negative Result shall be recorded and no results retained.

Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are not consistent with that prescribed by the Registered Medical Practitioner or another drug(s) type is recorded then a positive result confirmatory test shall be recorded.

Where the Worker has not provided both declarations contained within this part then the Worker shall be excluded from the workplace until the results of the confirmatory test are known.

15. TESTING RESULTS

Alcohol

- (a) A worker who returns a negative alcohol test will be allowed to return to work with no record of the test kept. A worker who returns a positive result for alcohol (above 0.00mg/ml) will be deemed not fit work and will not be permitted to return to work;

- (b) When a worker tests positive to alcohol in their system the workers blood alcohol concentration (BAC) may be decreasing or it may be increasing. In the interests of safety the Workers will be directed to remain within the testing vicinity and they will be re-tested no sooner than 60 minutes after the original test;
- (c) If the second test result is 0.000% the test will be regarded as negative and the Worker may return to normal duties. A Positive Result Confirmatory Test will not be recorded in these circumstances;
- (d) If the later confirmatory test indicates a BAC of greater than 0.000% a Positive Result Confirmatory Test will be recorded;
- (e) Alcohol testing shall be carried out by an Authorised Testing Agent agreed upon by the PC/Employer and the Union. The following steps shall be undertaken:
 - (i) Details of the identity of the Worker to be tested shall be recorded including the workplace name, work area and their employer will be listed on a drug and alcohol testing record form by the independent Authorised Testing Agent:
 - (ii) Workers with a BAC of greater than zero (greater than 0.000%) shall discontinue any work activities and shall be directed to undertake a second test sixty (60) minutes after the first test and the results recorded on a Drug and Alcohol Testing record Form by the independent Authorised Testing Agent:
 - (iii) Where the second test indicates a level greater than 0.00% BAC the Worker will be further excluded from work duties for the remainder of the shift;
 - (iv) Where a Worker is to be sent home using their own transport this shall only be permitted if the blood alcohol concentration test result is below that prescribed by applicable road transport legislation and has been determined as not rising for that Worker.
 - (v) Note: If the Worker's blood alcohol concentration result is greater than or equal to 0.05% BAC, all reasonable assistance is to be afforded to ensure an affected Worker can make their way from the Workplace to a safe location without harm (e.g. taxi, lift from a friend or Supervisor).
 - (vi) Contractors will be responsible for the management/arrangements for their employees in accordance with their own employment arrangements.
 - (vii) Any Worker that is excluded from work duties for the remainder of a shift or sent home, must, before commencing work for their next shift undertake an alcohol breath test prior to commencing that shift. If the results are negative (0.00mg/ml) the Worker shall be allowed to commence work. If the Worker returns a positive test they will not be allowed to commence work, hence page 12 of this document, 15.1 Alcohol- d) will apply.

Drugs

- (a) A worker who returns a negative test will be allowed to return to work. A worker who returns a non-negative test result from their initial test (equal to or above the relevant cut-off levels of the substances referred to in AS 4760) will be deemed not fit for work

and will not be allowed to return to work. (Benzodiazepine level to be provided by the prescribed testing laboratory);

- (b) Drug testing will be administered by the collection and analysis of an oral fluids specimen (saliva). Before conducting a drug test, the process used by the independent Authorised Testing Agent must be explained to the Worker providing the saliva sample;
- (c) Collecting and testing of saliva specimens shall be carried out by an Authorised Testing Agent, agreed upon by the PC/Employer and the Union, and confirmatory testing is to be carried out by a NATA accredited laboratory;
- (d) A Confirmatory Test will be required where a Non Negative Result Initial Test is recorded at the initial test. The handling of specimens taken for confirmatory testing is detailed in the process used by the Authorised Testing Agent and must be completed to Australian Standards;
- (e) Any worker attending the workplace under the influence of drugs or alcohol will be prohibited from entry. A worker returning to the workplace following their exclusion for a Positive Result Confirmatory test will be required to submit to a drug and alcohol test prior to commencing work and receive a Negative Result Initial Test for Drugs or Alcohol prior to commencing work.

16. FORMS OF TESTING

Self-Testing

- (a) The PC/Employer shall be required to provide sufficient self-testing facilities for alcohol and/or drugs for up to 10% of the workforce;
- (b) Where self-test facilities are made available voluntary or self-testing for alcohol will be available for Workers prior to presenting for work. A wall mounted breathalyser (optional) will be located in an area that provides for discrete privacy for the worker, whilst completing the test so the test results cannot be inadvertently observed and disclosed to other parties;
- (c) A Worker undertakes self-testing at his/her own accord; therefore, no test details are recorded. However, all Workers have obligations under the Work Health and Safety Act or equivalent occupational health and safety or occupational safety and health legislation in other States or Territories and must not wilfully place at risk their health and safety or the health and safety of other Workers or people at the workplace by commencing work if they believe they're impaired.

Random Shift Testing

- (a) In terms of Random Shift Testing it is imperative that the PC/Employer and the Union do not know on what day, or at what time the Authorised Testing Agent will conduct the tests;
- (b) It is a condition of entry for all Workers at any workplace to comply with any request to participate in random Drug and Alcohol testing as a condition of employment or contract. This means that all Workers attending or seeking to attend a workplace will be eligible for testing;

- (c) Testing for Alcohol or other Drugs for Workers shall be mandatory and will be undertaken at any time throughout the Worker's hours of work (including overtime) or at any time whilst at the workplace;
- (d) Individual Workers will be selected for drug testing using a simple random selection process. A random draw will be conducted using an Authorised Testing Agent independent software to randomise the selection of Workers for testing;
- (e) The random selection process includes the selection of Workers from across the entire workplace subject to the testing;
- (f) A Worker selected for testing will be required to present themselves for testing within a reasonable time. Random shift testing shall be conducted in a room which provides for privacy for the selected worker during testing; the requirements for this room are outlined in the Room Requirements section of this policy.

For Cause Testing

- (a) An employer/supervisor may only request an employee to undertake for cause testing if:
 - (i) The employee has been involved in an accident or incident, or had the potential to, cause:
 - (ii) serious and major damage to mobile plant or property; or
 - (iii) an injury to themselves or other individual(s);or
 - (iv) Participation in a relevant and specific industry focus area when the worker is undertaking High Risk Work as identified by the employer and consistent with OHS legislation. Workers will be selected for testing using a random selection process nominated by the employer following a consultation process in line with OHS legislation.

Post Incident Testing

- (a) After the occurrence of a significant incident/event at a workplace, all Workers involved in the incident may be required to undergo an initial Drug and Alcohol test.
- (b) Where a Worker(s) is to be tested following a significant incident/event they shall be supervised by an Employer Representative and Employee Representative continually from the time of the incident until they have completed all testing required.
- (c) Post Incident Testing will be conducted as soon as practical after the incident/event and when it is safe to do so.
- (d) An injured Worker who requires immediate medical attention may only be tested when it is appropriate and safe to do so. This will be determined by the Construction Manager, the HSR, Delegate and the relevant PIA in consultation with the attending medical practitioner. In such cases, where testing can be conducted while under medical care, a saliva testing process will be used.

Reasonable Concern Testing

- (a) An employer may only request an employee to undertake reasonable concern testing if the following criteria are met:
 - (i) An observable phenomena occurs, which is:
 - a. the direct observation of the employee of use of, and/or the physical behavioural symptoms of being impaired by, alcohol; and/or
 - b. Unusual and/or inexplicable actions by the employee; or
 - (ii) There is evidence that the employee is involved in the use or possession of alcohol and/or other drugs while working; or
 - (iii) The employee has breached safety precautions or procedures.

Testing of Minors

- (a) A letter of consent contained within the work experience and student placement procedure shall be signed by the parent or guardian of any worker who is a minor seeking to access a workplace where the Impairment Policy is in place, as a condition of entry to that workplace. Alternatively, an equivalent letter signed by the parent or guardian can be provided through the minor's employer/host employer.
- (b) Where a minor is selected for testing and:
 - (i) A letter of consent is held, then the provisions of this procedure shall apply; or
 - (ii) Where a letter of consent is not held, every effort will be made to contact the minor's parents/guardians to get verbal consent to participate in the testing procedure. If consent is given then the normal testing procedures will apply, if contact cannot be made and/or consent is not given then the minor will be excluded from any high risk activities or potentially excluded from site until consent is given.

17. REFUSAL TO TEST

If a Worker refuses to participate in workplace Drug and Alcohol testing the following will apply:

- (a) The Employer, will inform the Worker and the workers chosen representative, that the refusal will have the same consequences as a non-negative result, i.e. that the employee will be deemed to be unfit for work due to the presence of alcohol or drugs;
- (b) If the worker still refuses, the Employer and the PIA, shall consult with the worker and the workers chosen representative, regarding the requirements, process and consequences of refusing to test and encourage them to partake in the test. This would be the second request to be tested;
- (c) If the worker still refuses, the refusal will be treated as a confirmed positive result, and will be subjected to the relevant consequences of such. All reasonable assistance is to be offered to ensure the employee can make their way from the workplace to a safe location without harm (i.e. taxi, lift from a friend or fellow worker). An agreed leave of absence arrangement is to apply for the duration of their absence.

18. DISCIPLINARY ACTION

The following sets out the action which may be taken when a worker returns a confirmed positive result to an alcohol or drug test.

First Occasion - A worker who has received a first confirmed positive test for alcohol or drugs (other than by self-testing) will be:

- (a) Required to attend the Support as referred to in this Policy;
- (b) Informed of the consequences of testing positive and their obligations to present, or remain in a fit state;
- (c) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.

Second occasion - A worker who has received a second confirmed positive test for alcohol or drugs (other than by self-testing) within any 12 month period will be:

- (a) Required to re-attend the Support as referred to in this Policy
- (b) Required to participate in a rehabilitation program referred to in "Support" in this policy
- (c) Informed of the consequences of testing positive and their obligations to present, or remain in a fit state;
- (d) Given a verbal warning with a diary entry placed on file; and
- (e) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.

A worker who has received three confirmed positive test results for alcohol or drugs which has been detected in a 12 month period may be disciplined under the Employer's disciplinary processes.

A worker who fails to attend EAP sessions may be disciplined under this policy in accordance with principles of natural justice.

No disciplinary action will be taken in respect of positive test results from a self-test.

19. SUPPORT

The Principle Contractor (PC)/Employer will make available support to workers in respect of drug and alcohol issues. This will include:

- (a) allowing access to any Union support programs; and
- (b) provide an employer funded Employee Assistance Provider (EAP) to be available to workers.

The worker will be allowed to access a Union support program and/or EAP counselling during normal working hours and without loss of pay, or any form of employer retribution.

20. SELF- DECLARATION

Workers will not be disadvantaged for self-disclosure and therefore will be supported through counselling and rehabilitation processes and provided with the Support contained in this policy. In such cases the worker will be permitted to access personal leave in the first instance, then accrued leave, and may return to work when fit for duty.

The worker may be suspended from any work, with pay, with immediate effect in order for an assessment to be made of the duties they are able to perform safely and a drug and alcohol test is to be taken as soon as reasonably practicable.

21. PRIVACY

Drug and Alcohol testing results shall remain confidential and will only be used for the purpose of compliance with this Procedure in the manner required by the Privacy Act 1988 (Cth). Any information provided or declared by a Worker regarding:

- (a) Prescribed Drug and Pharmacy Only Drug consumed;
- (b) Medical conditions or the like;
- (c) Their proposed return to the workplace following exclusion by this procedure;

Will also remain confidential and managed in accordance with the Privacy Act 1988 (Cth). Similarly, where a Worker supplies information regarding the use, sale or supply of Drugs or Alcohol at a workplace, unless the Worker otherwise agrees or as otherwise required by law, the Worker's identity will be kept confidential.

All Positive Results Confirmatory Test will be maintained on the relevant Worker's personnel records located at the workplace.

Protections from Worker Deoxyribonucleic Acid (DNA) misuse

Workers selected for testing shall have their personal DNA protected by:

- (a) In the case of unintended collection of a Worker's DNA during the collection of an oral saliva sample for an initial test, by the worker being offered the used collection cartridge upon completion of the initial test.
- (b) In the case of unintended collection of a Workers DNA during the collection of an oral saliva sample for testing at a NATA approved laboratory for an initial Non Negative Result Initial Test, by ensuring that the documentation that accompanies the collection cartridge to the NATA approved laboratory does not include the workers name or address but contains only that information sufficient to comply with AS4760 e.g. test report number and date of birth.

These protections will be notified to Workers during training.

22. CONSULTATION

If a party believes that an amendment to the impairment policy is required, they shall request and organise a consultation meeting involving the Employer, the Union and any other relevant stakeholders.

The attendees shall seek to reach agreement on any proposed amendments.

No amendments shall be implemented unless agreement is reached by the Employer, the Union and the relevant stakeholders.

Employment Assistance Program (EAP)

The Employment Assistance Program (EAP) is an agreed independent, professional and confidential service that aims to provide employees with assistance when affected by personal or job related problems.

To have a successful Impairment Policy at the workplace, the Policy must address how those at the workplace, including employees of the principal contractor, subcontractors and their employees and others, will be required to comply with the Impairment Policy.

The below requirements will be audited on an annual basis of the employer:

- (a) Must be able to provide EAP support in all States, Territories and regional areas of Australia;
- (b) Must outline in their Impairment Policy how workers who attend for work affected by drugs or alcohol will be counselled and assisted, apart from any disciplinary process that might apply;
- (c) Must have a memorandum of understanding (MOU) with relevant stakeholders within treatment support areas;
- (d) Provide support for their workers and their immediate families;
- (e) Must be able to provide treatment services which must include the following:
 - (i) General counselling;
 - (ii) Drug and Alcohol counselling;
 - (iii) Drug and Alcohol detoxification services;
 - (iv) Drug and Alcohol rehabilitation services;
 - (v) Case Management services;
 - (vi) Psychology services;
- (f) Must have a history of delivering support services to the Building and Construction Industry
- (g) Must be able to develop and implement a plan to promote the impairment policy within the workplace

Appendix 5 - Audit Form

EMPLOYER NAME:	<hr/>	
ABN NUMBER:	<hr/>	
ADDRESS:	<hr/>	
PRINCIPAL NAME:	<hr/>	
PRINCIPAL TITLE:	<hr/>	
WORKCOVER POLICY NUMBER:	<hr/>	
Number of personnel:	<hr/>	
Overtime 1½x	<hr/>	
Overtime 2x	<hr/>	
Base Hourly Rate	<hr/>	
Fares & Travel	<hr/>	
CBUS/BUSS(Q):	<input type="checkbox"/> Yes	<input type="checkbox"/> No
BERT:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
BEWT:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CIPQ:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
RDO Accrual:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Annual Leave:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Sick Leave:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
PSLS:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Group Tax:	<input type="checkbox"/> Yes	<input type="checkbox"/> No

STATUTORY DECLARATION BY PRINCIPAL: I hereby state that the Employer has paid all of its entitlements and legal obligations in accordance with the appropriate industrial instrument.

----- PRINCIPAL

AUTHORISED BY CPA/INSTITUTE OF CHARTERED ACCOUNTANTS

EMPLOYER NAME:

NAME OF ACCOUNTANT:

REGISTRATION DETAILS

AUTHORISATION STATEMENT: I have examined the time and wages records and hereby certify that they are in accordance with the appropriate industrial instrument.

..... CERTIFIED PRACTISING ACCOUNTANT