

**De Martin & Gasparini
Queensland Pty Ltd
Southern Queensland
Correctional Precinct
Stage 2 Project
Agreement 2024**

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1. TITLE

This Agreement is known as the De Martin & Gasparini Queensland Pty Ltd Southern Queensland Correctional Precinct Stage 2 Project Agreement 2024 (the Agreement).

2. DATE OF OPERATION

This Agreement will come into effect 7 days after the date of approval by the FWC and will continue in force until 1 January 2026 (the **Nominal Expiry Date**) unless terminated beforehand in accordance with the *Fair Work Act 2009*.

3. APPLICATION OF AGREEMENT

3.1 Subject to clause 3.2 below, the Agreement covers:

- (a) De Martin & Gasparini Queensland Pty Ltd (the Employer), in respect of its building work performed on Southern Queensland Correctional Precinct Stage 2 Project (the Project)
- (b) Employees of the Employer on the Project referred to in clause 3.1(a) above, who are employed as Construction Workers or Electrical Workers or Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Workers on the Project as defined in clause 6 (**Employees**),
- (c) the Construction, Forestry, Maritime, Mining and Energy Union (CFMEU);
- (d) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union, Electrical, Energy and Services Division, Qld & NT Branch (“the ETU”);
- (e) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union, Queensland & Northern Territory Plumbing Divisional Branch (the CEPU); and
- (f) Australian Manufacturing Workers’ Union Queensland and Northern Territory Divisional Branch (AMWU); and
- (g) Employees,

collectively known as the Parties.

1.2 For the sake of clarity, this Agreement only covers building and construction work undertaken by Employees, by the Employer, on the Project.

3.2 The Parties recognise the Project presents unique challenges in relation to the ongoing management of services on the Project. To that end, the Employer, in addition to Construction Workers, may directly engage an Employee as an Electrical Worker, and/or an Employee as a Plumbing Worker and/or an Employee as a Metal Worker, in respect of these important works.

4. PARTIES BOUND AND COVERED

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

5. RELATIONSHIP TO AWARDS, AGREEMENTS, AND LEGISLATION

5.1 The following instruments are incorporated into this Agreement:

- (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; and
 - (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.
- 5.2 The Agreement is intended to be read in conjunction with the instruments listed in clause 5.1 above. Where there is conflict between a term of this Agreement and a term of the above instruments, or a conflict between two terms of this Agreement, the higher wage outcome or other outcome more favourable to the Employee will apply.
- 5.3 For the avoidance of doubt, terms and conditions in an Appendix and section for a particular classification of Employee, apply only to that Employee.
- 5.4 This agreement is to be read wholly in conjunction with the National Employment Standards ("the NES"). Nothing in this Agreement will disadvantage employees against the National Employment Standards. Where there is any inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES will prevail to the extent of the inconsistency.
- 5.5 Nothing in this Agreement is intended to confer a double benefit to an Employee in respect of a particular subject matter or entitlement.

Note: For clarity, and to avoid all doubt, the Appendices form part of this Agreement

6. DEFINITIONS

The following definitions shall apply to this Agreement:

Agreement means De Martin & Gasparini Queensland Pty Ltd Southern Queensland Correctional Precinct Stage 2 Project Agreement 2024

Apprentice or Trainee means an apprentice or trainee within the meaning of the *Vocational Education, Training and Employment Act 2000 (VETE Act)*. **Apprenticeship** and Traineeship have a corresponding meaning;

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

Awards mean the Building and Construction General On-site Award 2020, Electrical, Electronic and Communications Contracting Award 2020, Mobile Crane Hiring 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);

Continuous Shiftworker means, for the purpose of the additional week of annual leave provided by the National Employment Standards (NES) means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six 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;

CBUS is an acronym for the Construction & 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);

Code means the Code for Tendering and Performance of Building Work 2016;

Construction Worker means an Employee engaged to perform work in one of the classifications set out in APPENDIX ONE, SECTION ONE of this Agreement;

Double time and a half mean one and a half days 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 APPENDIX ONE, SECTION THREE of this Agreement;

Employee means employees of the Employer on the Project who are employed as Construction Workers or Electrical Workers or Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Workers, whom perform work on the Project in classifications as set out in APPENDIX ONE – Rates of Pay & Allowances.

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

Employer means De Martin & Gasparini Queensland Pty Ltd;

Energy Super means Energy Super (ABN 33 761 363 685);

FW Act/Fair Work Act means the *Fair Work Act 2009* (Cth);

FWC means the Fair Work Commission;

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, Energy Super and Wageguard Income Insurance;

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

JetCo means Joint Electrical Training Company;

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 APPENDIX ONE, SECTION FOUR of this Agreement;

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

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

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 APPENDIX ONE, SECTION TWO of this Agreement.

Project means Southern Queensland Correctional Precinct Stage 2 Project

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

QIRC means Queensland Industrial Relations Commission;

QLeave means the Building and Construction Industry (Portable Long Service Leave) Authority ABN 89 586 619 186;

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

Redundancy Trust Fund means BERT, CIRT and Protect as the context requires;

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 the 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;

Superannuation means BUSS(Q), CBUS, Australian Super and Energy Super;

Training Fund means BEWT and JetCo as the context requires;;

Union Delegate means an Employee elected by Union members and endorsed by the Union to represent the interests of Union members employed by the Employer as required. All parties to this Agreement 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 Hannover Life Re of Australasia Ltd (ABN 37 062 395 484) or Construction Income Protection Queensland Ltd (ACN 110 841 962);

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

WHS EPH means Work Health and Safety Entry Permit Holders under the WHS Act;

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

7. DISPUTE SETTLEMENT PROCEDURE

- 7.1 A major objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances. Disputes over any work related or industrial matter or, any matters arising out of the operation of the Agreement or incidental to the operation of the Agreement, should be dealt with as close to its source as possible. Disputes over matters arising from this Agreement (or any other dispute related to the employment relationship or the National Employment Standards (NES), including subsections 65(5) or 76(4) of the *Fair Work Act*) shall be dealt with according to the following procedure.
- 7.2 The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.
- 7.3 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.
- 7.4 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 other representatives of the employee, and senior representative of the Employer.
 - (d) Should the matter remain unresolved, either of the parties or their representative shall refer the dispute at first instance to FWC for review. FWC may exercise conciliation and/or arbitration powers in such review.
- 7.5 This procedure shall be followed in good faith without unreasonable delay.
- 7.6 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.
- 7.7 Any resolution of a dispute under this clause by the FWC will not be inconsistent with legislative obligations or any other applicable Codes or Regulations, including the *Code for the Tendering and Performance of Building Work 2016*.

8. CONSULTATION

- 8.1 Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the life of the Agreement.
- 8.2 A Consultative Committee will be set up for this purpose.
- 8.3 **Consultation about major workplace change**

If the Employer has made a decision to introduce a major workplace change that is likely to have a Significant Effect on Employees, the Employer must notify the Employee(s) who will be affected by the decision.

8.4 As soon as practicable and prior to implementation, the Employer must discuss with the relevant Employees and/or their nominated representative/s (e.g. Union or other representative) 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.

8.5 For the purposes of the discussion the Employer will provide the relevant Employees 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.

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

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

8.8 "Significant Effects" under this clause 8 includes but is not limited to 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; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

1.9 **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 the Employee(s) affected and, if required their representative, about the proposed change.

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

- (a) discuss with the relevant Employees the introduction of the change;
- (b) for the purposes of the discussion, provide to the relevant Employees and their representative 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;
- (c) invite the Employee(s) affected and any applicable representatives, 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/or their representative(s).
- (d) These provisions are to be read in conjunction with other Agreements or Award provisions concerning the scheduling of work and notice requirements.

8.9 For clarity, relevant Employees may appoint a representative of their choosing for the procedures in this term.

9. INCLUSION

9.1 FIRST NATIONS PEOPLE

The Employer recognises there is a significant Aboriginal and Torres Strait Islander (ATSI) population within Queensland and is committed to ensuring a significant representation of people who identify themselves as ATSI are employed on its project.

The Employer will ensure that all Employees receive cultural awareness training as part of the site induction process to ensure that all workers are made aware of the history and spiritual connection that Traditional Owners have with the area where the project is being constructed.

A 'Welcome to Country' ceremony will be arranged with the Traditional Owners when the number of workers undertaking work on the Project reach 50, as part of the Employers commitment to the principles of social, restorative justice and cultural affirmation.

The Employer will also implement policies that ensure:

- (a) access to annual leave for participation in cultural and ceremonial activities;
- (b) skill and career development opportunities for ATSI Employees;
- (c) the development of retention and promotion for ATSI Employees on its projects.

9.2 WOMEN IN THE INDUSTRY

Parties respect equal employment opportunity 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.

10. PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS

10.1 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.

10.2 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 under the WHS Act) - Site Manager or any other person nominated by the Principal Contractor;
- (b) the Employer the Site Manager or any other person nominated by the Employer(s); and
- (c) The relevant Employees', including any person nominated by the Employee (e.g. Union or other representative).
(collectively referred to as "**Nominated Parties**")

10.3 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 Agreement 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.

- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 Once the issue is resolved, if requested by a party, details of the issue and its resolution must be set out in writing with all 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.
- 10.8 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 Queensland Building and Construction Commission, where applicable, to arrange for an inspector to attend the workplace to assist in resolving the issue.
- 10.9 Direction to cease work:
- If -
- (a) an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of the Employer;
 - (b) the issue concerns work which involves an immediate threat to the health or safety of any person; and
 - (c) given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 10.7 above;
 - (d) The Employer and/or the health and safety representative (HSR) 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.
- 10.10 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.

11. HEALTH AND SAFETY REPRESENTATIVES

- 11.1 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.

- 11.2 The health and safety representative/s (HSR) shall be elected by the Employees on the job on a democratic basis and shall be subject to recall by a similar process.
- 11.3 Parties covered by this Agreement recognise the important role of Health and Safety representatives. The HSRs have a key role in the early intervention in health and safety issues under this Agreement.
- 11.4 The HSRs shall be allowed to consult with the 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 in accordance with the WHS Act.

12. HEALTH AND SAFETY REPRESENTATIVE MEETINGS

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

13. HOT WEATHER GUIDELINES (For South East Queensland)

- 13.1 Under this Agreement when air temperature reaches
- (a) 35°C or
 - (b) 28°C and 75% humidity or more, after three hours from the commencement of the shift in South East Queensland only;
- it shall constitute inclement weather (**Extreme Hot Weather**).
- This clause 13 must be incorporated in the Employer's Occupational Health and Safety Procedures for all applicable projects.
- 13.2 Before finishing work, Employees should be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, site manager, and WHS Representatives. This will allow preparation for works to be modified to reduce this category of heat exposure in accordance with clause 13.3. For forecasting, planning and guidance the Bureau of Meteorology (BOM) shall be used for weather observations. BOM weather stations used for weather observations shall be the closest to the Project and/or with similar weather conditions.
- 13.3 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 workload prior to the Extreme Hot Weather, which may include:
- (a) rescheduling work so the hot tasks are performed during the cooler part of the day;
 - (b) where possible, reducing the time spent doing hot tasks (for example, by job rotation);
 - (c) where possible, 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; and
 - (h) consideration should be given to working an eight-hour day.
- 13.4 Once the temperature reaches Extreme Hot Weather 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 workload as described in clause 13.5;

- (b) where the temperature is 28°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 workload as described in clause 13.5.

13.5 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 if work is available. Employees may walk a reasonable distance through the open 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.

13.6 Extreme Hot Weather shall be measured on site by a temperature gauge and/or BOM weather station (if close proximity to the Project with similar climatic conditions) 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 Globe Temperature index will be an acceptable method of measuring extreme high temperature.

14. 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, Agreement 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.

15. CONTRACT OF EMPLOYMENT

15.1 At the point of engagement of each Employee, the Employer must inform the person in writing whether the engagement is on a permanent or casual basis, stating by whom the Employee is employed, the job performed, the classification level, and the relevant rate of pay. Each new Employee shall upon commencement also be provided with a copy of this Agreement, or alternatively, access to the Agreement in electronic format at the discretion of the Employee.

15.2 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 de-skilling.

15.3 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 Superannuation, Redundancy Trust, Income Insurance or other funds nominated herein. The Employee shall also continue to accrue all appropriate leave entitlements for the first 12-months of the Employee's absence due to the worker's compensation claim.

16. CASUAL EMPLOYMENT

16.1 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 for a casual employment the Employee will be informed in writing that the Employee is to be employed 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.

16.2 A casual Employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Agreement except notice of termination (other than in accordance with clause 16.7), annual leave, paid community services leave, paid personal (including carer's) leave, and payment for public holidays on which no work is performed. A casual Employee is

entitled to unpaid compassionate leave and carer's leave and other unpaid leave in accordance with the NES.

- 16.3 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 by APPENDIX ONE. 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 by clause APPENDIX ONE, as applicable.
- 16.4 A casual Employee for working ordinary time shall be paid 125% of the hourly rate prescribed in APPENDIX ONE for the Employee's classification.
- 16.5 A casual Employee required to work Overtime or weekend work shall be entitled to the relevant penalty rates prescribed in this Agreement:
- (a) where the relevant penalty rate is time and a half, the Employee shall be paid 175% of the hourly rate prescribed by APPENDIX ONE 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 APPENDIX ONE 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 APPENDIX ONE for the Employee's classification.
- 16.6 For the purposes of clarity, the applicable contributions to Superannuation, Redundancy Trust, Income Insurance 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.
- 16.7 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 clause will not reduce the entitlements of injured Employees.
- 16.8 **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 has the right to request in writing to have their contract of employment converted to permanent employment if the employment is to continue beyond the conversion process. The decision as to whether a regularly and systematically engaged casual employee is made permanent is a decision of the Employer.
- 16.9 A casual Employee, who has requested in writing to be converted to permanent employment pursuant to clause 16.8 whose request is refused by the Employer, is entitled to be paid 175% of the hourly rate prescribed in this Agreement for the Employee's classification from the date of request.

17. APPRENTICES/TRAINEES

- 17.1 Apprentices/Trainees shall be entitled to all the applicable rates and conditions of employment prescribed by this Agreement.
- 17.2 For clarification, in addition to the rates in APPENDIX ONE, Trainees are entitled to receive full Daily Travel, Redundancy Trust, Income Insurance, Superannuation and any other entitlements in accordance with this Agreement. Such entitlements shall not be paid at rates applicable to Apprentices.
- 17.3 Training arrangements for Apprentices/Trainees shall be as provided in QIRC Order (No. B585 of 2003) Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003 as it was immediately prior to this rescission.

- 17.4 Apprentices/Trainees shall be entitled to be paid the daily fares and travel allowance whilst attending training.
- 17.5 The Employer shall be responsible for meeting all costs associated with Apprenticeship/Traineeship training, including any student registration, tuition fee or other course costs.
- 17.6 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 (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.
- 17.7 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.
- 17.8 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; and
 - (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 clause 17.6 and clause 17.7.

17.9 Apprentice Training

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 seven (7) or more tradespeople, in any one (1) 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 endeavor to maintain at least one (1) apprentice to every seven (7) tradespeople.
- (c) If the Employer does not currently have an apprentice as provided for in paragraph (a), reasonable time shall be allowed to enable the Employer to comply with this clause. Further, the Parties are committed to a strong ratio of apprentices in the industry.

18. TRAINING AND RELATED MATTERS

- 18.1 The parties are committed to the promotion of a highly skilled industry that delivers ongoing employment opportunities and a world-class end 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 Agreement.

18.2 The Employer agrees that it will, within seven (7) days of receiving a written request from an Employee, 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;

each of which it is required to provide to the funding entity of Commonwealth funded building work in accordance with section 24(2) of the Code.

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

18.4 Where possible training and skill development is to be carried out in normal working hours. It is agreed that no Employees will suffer loss of pay as a result of participating in training required by the Employer.

18.5 Any Employees elected as a workplace HSR will undertake a training course approved by the State provided by the Employer within six (6) weeks of being elected, at no cost to the Employee.

18.6 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.

18.7 The Employer agrees that it will, within three (3) months of the commencement of this Agreement, schedule training in the nationally accredited asbestos awareness training course mentioned in 18.10 below, for each employee covered by this Agreement.

18.8 Further, the Employer agrees that it will within three (3) months of each new Employee commencing employment, ensure that the Employee successfully completes the nationally accredited asbestos awareness training course mentioned in clause 18.10 below.

18.9 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.

18.10 The course referred to in clause 18.8 above will be 10279NAT Identification and Awareness of Asbestos Containing Materials.

18.11 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.

19. EMPLOYMENT SECURITY

19.1 Without limiting the Employer's right to determine its operational requirements the Parties to this Agreement will encourage the continuity of employment for Permanent Employees with the aim of ensuring that permanent employment opportunities are not eliminated or eroded in-so-far as it is reasonably practicable to do so.

19.2 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.

19.3 The Employer is also committed to maintaining a stable and skilled workforce as permitted under the contract, having regard to the contribution that a stable and skilled up workforce has for Employee's job security. The Employer also acknowledges that use of subcontractors

or supplementary labour may amount to a workplace concern on the part of Employees. The Employer will take all reasonable measures to achieve employment security for the Employees in-so-far as it is practicable to do so.

- 19.4 If the Employer wishes to engage subcontractors or supplementary labour to perform work which is usually performed by its own Employee's under this Agreement, the Employer must consider any matters raised in consultation by potentially affected Employees before making any final decision to engage subcontractors or supplementary labour.
- 19.5 Following consultation and subject to this clause, the decision whether to engage subcontractors or supplementary labour is a decision of the Employer alone. Any dispute as to the application of this clause will be dealt with under the dispute's settlement procedure under this Agreement. The Employer will ensure that all subcontractors are bona fide contractors and engage their employees on lawful terms and conditions.
- 19.6 As soon as practicable after being awarded a contract upon request from the Union Delegate, the Employer shall inform the Union via its Union Delegate which subcontractors have been engaged for the Project.

20. TERMINATION

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

20.2 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 three-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 Agreement.

(a) Step 1- First Written Warning

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.

(b) Step 2- Final Written Warning

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;
- (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.

If an Employee does not repeat the same offence which produced the need for the final warning, within six-months of the warning, the final warning advice becomes null and void and cannot be considered grounds for dismissal.

(c) Step 3- Dismissal

If after receiving a final warning, the Employee repeats the same conduct within a period of six-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.

- 20.3 The above process in 20.2 will not apply in instances of serious misconduct.
- 20.4 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.
- 20.5 The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two (2) 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 eight-hours pay per day (including Saturday and Sunday). This claim shall be regardless of whether or not the Employee remains on the job. Waiting time shall not be payable where the Employee is kept waiting for their wages in circumstances such as a confirmed bank failure.
- 20.6 The Employer shall pay each dismissed 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 10 working days (excluding weekends) following termination, the Employee shall receive payment for these public holidays
- 20.7 In cases where the Employer is considering transferring, or terminating the services of an elected Union Delegate, employee representative, or HSR, a five-day mandatory consultation period shall be initiated by the Employer with the Union prior to any final decision on transfer or termination being made. The affected Employee will be immediately advised 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 (4) weeks (or five (5) weeks if required by the NES).

21. REDUNDANCY AND INCOME PROTECTION

APPENDIX TWO provides redundancy and income protection provisions for the relevant classifications, as applicable.

22. WAGES

Employees must be paid wages in accordance with APPENDIX ONE from the first full pay period after the dates specified in APPENDIX ONE. Those rates include the following increases:

- (a) 5 % from the 1st July 2024; and
- (b) 5% from the 1st July 2025, subject to this increase being the sole wage increase for the year following the date of increase.

23. CLASSIFICATIONS

- 23.1 The Classification levels for Employees engaged under this Agreement shall be read in accordance with the relevant Awards unless specifically amended by the terms of this Agreement. Classification levels, relativities, pay rates and other details are contained in APPENDIX ONE, as applicable.
- 23.2 Site Allowance

- (a) 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 the Project. Site allowance for this project will be \$7.00
- (b) Site Allowance is not subject to any premium or penalty and shall compensate for all disabilities other than:
 - (i) Heavy Blocks
 - (ii) Explosive Powered Tools
 - (iii) Scaffolder's Licence Allowance
 - (iv) Unbacked Insulation
 - (v) Swing Stage
 - (vi) Height / Multi-Storey
- (c) For these items the applicable rate in APPENDIX TWO will apply.

NB: The Living Away from Home Allowance, travel outside radial areas, transfers during working hours and all allowances referred to in this clause are not disability allowances for the purposes of this clause.

23.3 All other allowances are provided in APPENDIX ONE, SECTION FIVE paid as the context requires.

24. SUPERANNUATION

- 24.1 All Employees shall be entitled to receive Employer superannuation contributions and shall also co-contribute a minimum amount from their wages.
- 24.2 For Employees other than Electrical Workers and Metals and Engineering Trades Workers, the default fund will be BUSS(Q). For Employees employed as Electrical Workers, the default fund will be Energy Super. For employees employed as Metals and Engineering Trades workers, the default fund will be Australian Super.
- 24.3 The Employer will contribute on behalf of each Employee the following minimum weekly amount (the formula in APPENDIX FIVE will apply to rates in this Agreement):
 - (a) \$307.00 per week effective first full pay period July 2023;
 - (b) \$323.00 per week effective first full pay period July 2024; and
 - (c) \$339.00 per week effective first full pay period July 2025.
- 24.4 Every Employee shall co-contribute by way of salary sacrifice the following minimum weekly amount:
 - (a) \$77.00 per week effective first full pay period July 2023;
 - (b) \$81.00 per week effective first full pay period July 2024; and
 - (c) \$85.00 per week effective first full pay period July 2025.
- 24.5 The contributions in clauses 24.3 and 24.4 above shall be in addition to all other entitlements prescribed by this Agreement.
- 24.6 Contributions for apprentices shall be calculated at 12% of ordinary time earnings.
- 24.7 Apprentices shall co-contribute by the way of salary sacrifice 3% of ordinary time earnings.
- 24.8 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.
- 24.9 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, domestic violence leave and compassionate 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. This 12-month maximum period does not apply to Electrical Workers.

- 24.10 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.

25. SALARY SACRIFICE ARRANGEMENTS

Employees 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) The 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 Agreement.
- (d) The co-contribution of superannuation payments referred to herein shall be made by way of salary sacrifice arrangements.

26. HOURS OF WORK

26.1 Ordinary hours

Except as provided elsewhere in this Agreement, 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. Typically, work should not commence later than 7am. All time worked outside the aforementioned span of hours shall be by Agreement with the affected employees concerned and paid at double time.

26.2 Start and finish times

If the Employer wishes to alter start and finish times within the spread of ordinary daily hours, the Employer will consult with the affected Employees and:

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

1.10 Overtime

- (a) It is the intention of the Employer and Employees that excessive overtime will not be worked.
- (b) 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.

1.11 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 consultation between the Employer and the Employee this clause does not prevent work being carried out on a Saturday following a Monday RDO.

1.12 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.

26.3 RDO and Weekend Work

- (a) The provisions of this Agreement relating to RDOs will apply to work conducted under this clause.
- (b) Where ordinary hours are worked on a Saturday or Sunday the Employees will be paid at the rate of double time for all hours worked (unless a higher rate is provided in accordance with this Agreement, for example as a public holiday or during an Easter or Christmas shutdown period).

27. OVERTIME PENALTY RATES

All time worked in excess of the ordinary hours, shall be paid at double time (provided that a higher penalty elsewhere in this Agreement does not apply).

28. SHIFTWORK

28.1 In this clause Shiftwork means work comprising recurring periods in which different groups of workers do the same jobs in rotation.

28.2 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.

28.3 A Shiftworker shall be paid at the rate of double time for all hours worked.

28.4 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.

29. EMPLOYEE ROSTERED DAY OFF

- 29.1 Ordinary working hours will be scheduled in a 10 day cycle, Monday to Friday inclusive, with eight (8) ordinary working hours worked for each of nine days and with 0.8 of an hour on each of those days accruing toward the 10th day, which will be known as the rostered day off (RDO).
- 29.2 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 indicative of scheduled RDO contained in APPENDIX THREE. The purpose of this calendar is to ensure workers and site management manage their fatigue levels, thereby encouraging a safer and more productive Project.
- 29.3 For clarity, nothing in this clause or the calendar is intended to impose a limit on the ability of the Employer to determine with the majority of its affected Employees, when and where work can be performed to meet operational requirements or otherwise, limit the Employer's right to manage its business.
- 29.4 Payment for RDOs will include an entitlement to the daily fares and travel allowance.
- 29.5 Each day of leave taken and any public holiday occurring during any cycle will be regarded as a day worked for accrual purposes.
- 29.6 An Employee who has not worked a complete cycle will receive pro rata accrued entitlements payable for the rostered day off.
- 29.7 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.
- 29.8 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:
 - (i) jumping cranes, erecting or dismantling jump form, high-risk activity (after consultation with the safety committee), or other operational circumstances that require work on that day;
 - (b) The Employer must consult with the affected Employee(s); and
 - (c) Provide affected Employee/s the opportunity to notify the Union using the form provided for in APPENDIX SIX, or other chosen representative/s in writing (fax or email) prior to the RDO that work will be performed.
- 29.9 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 seven-calendar days prior to the RDO in question.
- 29.10 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; and

(c) any other relevant matter.

29.11 Where the procedure in clause 29.8 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 Agreement, with a minimum payment for eight-hours, for that RDO. Where the procedure in clause 29.8 has not been followed or less than seven-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 Agreement, with a minimum payment of eight-hours, for that RDO.

29.12 In addition to the loadings listed above, Employees will be provided a day in lieu for each RDO that they are required to work.

29.13 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.

Easter and Christmas

29.14 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 Agreement for the Employee's classification.

30. LEAVE

Annual leave

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

30.2 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 Agreement), the Employee shall accrue annual leave at the rate of 3.75 hours per week (i.e. 36 ordinary hours) of service.

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

30.4 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%.

30.5 At the termination of employment, the Employee will be paid out all outstanding annual leave entitlements, including the 17.5% loading. As per the NES, 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

30.6 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 or personal leave); or

(c) compassionate leave

30.7 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.

30.8 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.

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

Parental leave

30.10 Parental Leave will be in accordance with the FW Act.

Compassionate leave

30.11 Employees are entitled to compassionate leave in accordance with the NES contained in the FW Act. In addition, compassionate leave is available for Employees when any close family relative dies (i.e. the relative does not necessarily have to be a member of the Employee's immediate family or household.) For clarity, casual Employees are entitled to unpaid compassionate leave in accordance with the NES.

Community Service Leave

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

Long Service Leave

30.13 All Employees covered by this Agreement 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 Agreement.

Unpaid leave

30.14 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

30.15 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 Division, 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 or part-day.

30.16 Reasonable requests to work on public holidays

- (a) However, the Employer may request an employee to work on a public holiday if the request is reasonable.
- (b) If the Employer requests an employee to work on a public holiday, the employee may refuse the request if:
 - (c) the request is not reasonable; or
 - (d) the refusal is reasonable.

30.17 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.

30.18 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);
- 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.

30.19 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.

30.20 Double time and a-half

For the purposes of clause 6.7, "double time and a-half" will mean one and one-half days wages in addition to the ordinary weekly rate of pay, or pro rata if there is more or less than a day.

31. FAMILY AND DOMESTIC VIOLENCE LEAVE

31.1 For the purposes of this clause, family violence is:

(a) behaviour by a person towards a family member of that person if that behaviour:

(i) is physically or sexually abusive;

(i) is emotionally or psychologically abusive;

(ii) is economically abusive;

(iii) is threatening;

(iv) is coercive; or

(v) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person;

(b) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in paragraph (a).

31.2 For the purposes of this clause, a "family member", in relation to a person (a "relevant person"), means:

(a) a person who is, or has been, the relevant person's spouse or domestic partner;

(b) a person who has, or has had, an intimate personal relationship with the relevant person;

(c) a person who is, or has been, a relative of the relevant person;

(d) a child who normally or regularly resides with the relevant person or has previously resided with the relevant person on a normal or regular basis;

(e) a child of a person who has, or has had, an intimate personal relationship with the relevant person; Or

(f) is related to the person according to Aboriginal or Torres Strait Islander kinship rules.

31.3 For the purposes of clauses 31.2(b) and 31.2(e), a relationship may be an intimate personal relationship whether or not it is sexual in nature.

31.4 Confidentiality

The Employer must take all reasonable measures to ensure personal information concerning an Employee's experience of family violence is kept confidential.

31.5 Leave

- (a) An Employee experiencing family violence will have access to 10 days per year of paid family violence leave paid at the Employee's minimum wage rate prescribed for their classification by this Agreement applicable to their classification to attend legal proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.
- (b) Family violence leave is in addition to any other existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.
- (c) The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.
- (d) In addition, the Employer may require the Employee to produce evidence to support the need for family violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.
- (e) For the avoidance of doubt, family violence leave does not cumulate from year to year and is not paid out on termination of employment.

31.6 For clarity, unpaid Family and Domestic Violence Leave is available in accordance with the Awards.

32. ADDITIONAL OCCUPATIONAL HEALTH AND SAFETY MATTERS

32.1 The following clothing will be supplied to all Employees (no later than one-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 \$125.00 upon producing of a purchase receipt);
- (b) 6 sets of shirts and shorts/trousers, overalls or bib and brace overalls, or any combination as agreed; and
- (c) 1 high visibility winter jacket.

32.2 All of 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 12-months from the date of issue, then that Employee will be entitled to a re-issue of the items at the completion of those 12 months.

32.3 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.

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

32.5 When the Employer requires an Employee to wear spectacles with toughened glass lenses the Employer will pay the cost of the toughening process.

32.6 Stand-By Drivers and Crane Crews

- (a) The crane crew for each crane must consist of at least the following:
 - (i) A crane driver;
 - (ii) A dogman/stand-by driver; and
 - (iii) A dogman
- (b) Notwithstanding the above, any site with more than one crane crew shall provide a stand-by driver in accordance with the following scale:
 - (i) 2 cranes -1stand-by driver

- (ii) 3 cranes - 2 stand-by drivers
 - (iii) 4 cranes - 3 stand-by drivers
 - (iv) 5 cranes - 4 stand-by drivers
 - (v) 6 cranes - or more- to be negotiated
- (c) For short term absences by a driver or dogman/stand-by driver of three-days or less, a replacement driver or dogman/stand-by driver will not be required. The dogman/stand-by driver will be paid at the same rate as the driver for all hours worked.

33. WORKPLACE IMPAIRMENT POLICY

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

34. TIME AND WAGES RECORDS

34.1 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 RDO's, personal leave, annual leave, etc
- (m) Details of the Employer Super contribution.
- (n) Details of the Employer BERT/CIRT contribution
- (o) Details of the Employer CIPQ/Energy Super Income Insurance payment
- (p) Details of the Employees BEWT/JetCo, STQ payment

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

- (a) The Employee's date of birth
- (b) The date when the Employee became an Employee of the Employer, if appropriate, the date when the Employee ceased employment with the Employer
- (c) The Employees tax file number
- (d) The Employees Superannuation number
- (e) The Employees Redundancy Trust Fund number
- (f) The Employees QLeave number
- (g) The Employees Income Insurance 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-hour worked and resulting wage
 - (v) Total double time hours worked and resulting wage
- (i) Details of allowances paid
 - (j) Details and payment for RDO's, 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) ROO's, sick and annual leave accrued per week and year to date
 - (r) Superannuation, Redundancy Trust, Income Insurance paid per week and year to date.

35. UNION DELEGATE/EMPLOYEE REPRESENTATIVE RIGHTS

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

- (a) the right to be treated fairly and to perform their role without any discrimination in their employment;
- (b) for the Union Delegate/employee representative to represent an Employee where 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 a prominent location 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; and
- (j) the right to have reasonable time off to participate in the operation of the union.

36. UNION DELEGATE FACILITIES

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; and
- (g) a private lockable area.

37. UNION TRAINING LEAVE

- 37.1 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.
- 37.2 Consultation may take place between the parties in the furtherance of this objective.
- 37.3 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.
- 1.2 The Employer shall advise the Union Delegate within seven (7) clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.
- 37.4 The time of taking leave shall be arranged so as 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.
- 37.5 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 Agreement classification rate including, shift work loadings where relevant plus Site Allowance where applicable.
- 37.6 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.
- 37.7 A Union Delegate on request by the Employer shall provide proof of their attendance at any course within seven-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.
- 37.8 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.

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

38. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

38.1 Where the Employer wants to enter into a individual flexibility arrangement (IFA) it must provide a written proposal to the Employee. 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.

38.2 The Employer and an Employee covered by this Agreement may agree to make an IFA to vary the effect of terms of the Agreement if:

(a) it deals with one or more of the following matters:

(i) Time between which ordinary hours are worked;

(ii) Salary sacrifice Agreements;

(iii) Reduction in ordinary hours;

(iv) Increase in annual leave accrual each year;

(v) Increase in rate of accrual of Rostered days off;

(vi) Increase in wages;

(vii) Increase in training leave (Union or otherwise);

(b) The IFA meets the genuine needs of the Employer and the Employee covered by this Agreement in relation to one or more of the matters mentioned in paragraph (a) above; and

(c) The IFA is genuinely agreed to by the Employer and the Employee.

38.3 The Employer must ensure that the terms of the IFA:

(a) are about permitted matters under section 172 of the FW Act; and

(b) are not unlawful terms under section 194 of the FW Act; and

(c) result in the Employee being better off overall than the Employee would be if no IFA was made.

38.4 The Employer must also ensure that any such IFA is:

(a) in writing (including details of the terms that will be varied, how the IFA will vary the effect of the Enterprise Agreement 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 IFA, and the day on which the IFA commences);

(b) includes the name of the Employer and Employee;

(c) signed by the Employer and the Employee, and if the Employee is under 18, by a parent or guardian of the Employee; and

(d) provided to the Employee within 14 days after it is agreed to.

38.5 The Employer or Employee may terminate the IFA 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.

38.6 Where any of the requirements of ss 202 and 203 of the FW Act are not met, the IFA is of no effect.

39. SHAM CONTRACTING

- 39.1 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.
- 39.2 The Employer recognises that the practice of sham contracting is unlawful and undermines the job security of the Employees covered by this Agreement. The Employer will ensure that sham contracting does not occur and agree that sham contracting is prohibited by this Agreement.
- 39.3 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.
- 39.4 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
 - (e) advice as to whether the works that the Contractor was engaged to perform were previously performed by an Employee covered by this Agreement.
- 39.5 The Employer will, within seven-days of receiving a written request from an Employee, 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).
- 39.6 Where in breach of this clause a sham contract was in place, such that that Contractor was in fact an Employee under this Agreement, 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 Agreement; plus
 - (b) the site allowance (if applicable); plus
 - (c) the multi-storey allowance (if applicable), plus
 - (d) Superannuation, Redundancy Trust, Income Insurance payments

40. SECURITY OF PAYMENTS

- 40.1 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.
- 40.2 The Employer acknowledges its obligations under the *Building and Construction Industry Payments Act 2004* (as amended) and the *Subcontractors Charges Act 1974*.
- 40.3 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.
- 40.4 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 including the Code and are not unreasonably withheld; and
- (c) have a documented dispute settlement process in accordance with all applicable legislative requirements including the Code 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 requires compliance with that process; and
- (d) as far as practicable, ensure that disputes about payments are resolved in a reasonable, timely and cooperative way.

41. TEMPORARY FOREIGN LABOUR

- 41.1 In this clause the term “temporary foreign labour” means a person that is not an Australian citizen or Australian permanent resident (within the meaning of the *Migration Act 1958* (Cth) who is employed or engaged to undertake building work by the Employer.
- 41.2 The Employer recognises that the engagement of temporary foreign labour may undermine the job security of the Employees covered by this Agreement. The parties wish to limit the circumstances in which temporary foreign labour can be engaged so as to ensure the job security of the Employees covered by this Agreement.
- 41.3 The Employer will not engage temporary foreign labour unless:
- (a) the position is first advertised in Australia;
 - (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;
 - (c) any skills or experience requirements set out in the advertising were appropriate to the position;
 - (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 Agreement.
- 41.4 Where the Employer engages temporary foreign labour in breach of this clause, the position shall, as soon as practicable, be re-advertised and filled by the Employer strictly in accordance with this clause.

42. QUALITY BUILDING MATERIALS

- 42.1 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;
 - (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.

- 42.2 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.

43. COMPLIANCE WITH THIS AGREEMENT

- 43.1 Complaints, queries and concerns regarding entitlements paid in relation to the Awards or this Agreement shall be raised and resolved in accordance with the disputes procedure in this Agreement. Authorised industrial personnel shall be provided access to time and wage records in accordance with all legal requirements. Authorised industrial inspectors or permit holders shall be provided access to time and wages records in accordance with the FW Act.
- 43.2 In addition to above, the Parties recognise their ongoing legal requirement to be compliant with Australian laws and regulations.
- 43.3 The Employer will conduct an audit using the Audit Form provided for in APPENDIX SEVEN 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) *Fair Work Act 2009*;
 - (ii) QLD Workers Compensation;
 - (iii) Superannuation; and
 - (iv) Long Service Leave.
- 43.4 This audit will be conducted annually and/or when there is a request by an Employee 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 majority of Employees. A copy of the audit record will be provided to all Employees, and any representative nominated by the Employee.

44. POSTING OF AGREEMENT AND NOTICES

A true copy of this Agreement 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.

45. SEVERABILITY

It is the intention of those covered by this Agreement that the Agreement contains only permitted matters under the FW Act. The severance of any term of this Agreement 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 Agreement. To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

APPENDIX ONE - RATES OF PAY AND ALLOWANCES

46. SECTION ONE – CONSTRUCTION WORKERS

This APPENDIX ONE, SECTION ONE reflects the Agreement of the Parties respondent to this Agreement in respect of, among other things, classifications and wage rates for Construction Workers. Refer to APPENDIX ONE, SECTION FIVE, for allowances, as the context requires.

Wages

- (a) The wage rates detailed in APPENDIX ONE, SECTION ONE 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 APPENDIX ONE, SECTION ONE do not contain the weekly hand tool allowance. Where this allowance is applicable, it must be paid in addition to the rates contained in APPENDIX ONE, SECTION FIVE.

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.

BETTER OFF OVERALL TEST

For clarity, the rates of pay outlined in the tables in this agreement “From Commencement” will be applicable at the time of conducting the Better Off Overall Test (BOOT).

CONSTRUCTION WORKER CLASSIFICATIONS AND RATES OF PAY			
CW8 - Supervisor			
From	01/07/2023	1/07/2024	1/07/2025
p/w	\$2,481.26	\$2,605.32	\$2,735.59
p/h	\$68.92	\$72.37	\$75.98
CW7 - Tower Crane Operator, Tower Crane Rigger, Supervisor (Sub-Foreperson)			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$2,381.40	\$2,500.47	\$2,625.49
p/h	\$66.15	\$69.46	\$72.93
CW6 – Trainer			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$2,282.23	\$2,396.34	\$2,516.16
p/h	\$63.39	\$66.56	\$69.89
CW5 - Special Class Trades, Special Class Dogman (as defined), Refractory Bricklayer, Carver			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$2,183.09	\$2,292.24	\$2,406.86
p/h	\$60.64	\$63.67	\$66.86
CW4 – Signwriter			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$2,119.90	\$2,225.90	\$2,337.19
p/h	\$58.89	\$61.83	\$64.93
CW4 - Marker Setter Out, Letter Cutter, WHSO, Union delegate			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$2,193.25	\$2,302.91	\$2,418.06

p/h	\$60.93	\$63.98	\$67.18
CW4 - Mobile Concrete Boom Pump Operator			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$2,087.00	\$2,191.35	\$2,300.92
p/h	\$57.97	\$60.87	\$63.91
CW3 - Carpenters/Joiners, Stonemason, Other Qualified Tradesperson*			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$2,094.09	\$2,198.79	\$2,308.73
p/h	\$58.17	\$61.08	\$64.13
CW3 – Floor layers, Plasterers, Tilers, Tuck-pointers			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$2,079.15	\$2,183.11	\$2,292.26
p/h	\$57.75	\$60.64	\$63.67
CW3 - Bricklayers, Water-proofers			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$2,066.24	\$2,169.55	\$2,278.03
p/h	\$57.40	\$60.27	\$63.28
CW3 - Slater, Ridge or Roof Fixer, Roof Tiler			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$2,047.22	\$2,149.58	\$2,257.06
p/h	\$56.87	\$59.71	\$62.70
CW3 - Painters, Glaziers, Installers			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$2,020.74	\$2,121.78	\$2,227.87
p/h	\$56.13	\$58.94	\$61.88
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)			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$1,987.44	\$2,086.81	\$2,191.15
p/h	\$55.21	\$57.97	\$60.87
CW2 - Scaffolder, Powder Monkey, Hoist & Winch Driver, Foundation Shaftsmen, Steel fixer (including Tack Welder), Concrete Finisher, Traffic Controller, Gatemen / Security Guard, Pump Line Hand, Post Tensioning			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$1,907.99	\$2,003.39	\$2,103.56
p/h	\$53.00	\$55.65	\$58.43
CW1 - Skilled Labourer, Formwork Labourer and Others			
p/w	\$1,836.65	\$1,928.48	\$2,024.91
p/h	\$51.01	\$53.56	\$56.24

APPRENTICE RATES OF PAY			
Stage 4 of Apprenticeship (90% of CW3)			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$1,788.69	\$1,878.12	\$1,972.03
p/h	\$49.69	\$52.17	\$54.78
Stage 3 of Apprenticeship (75% of CW3)			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$1,490.58	\$1,565.11	\$1,643.36
p/h	\$41.41	\$43.48	\$45.65
Stage 2 of Apprenticeship (75% of CW3)			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$1,192.46	\$1,252.08	\$1,314.69
p/h	\$33.12	\$34.78	\$36.51
Stage 1 of Apprenticeship (50% of CW3)			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$993.72	\$1,043.41	\$1,095.58
p/h	\$27.60	\$28.98	\$30.43

Trainee Wages

Persons undertaking a Traineeship will receive either the following rates or remain at their existing level, whichever is the greater:

TRAINEE WAGES			
Stage 5 of Traineeship (100% of CW3)			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$1,987.44	\$2,086.81	\$2,191.15
p/h	\$55.21	\$57.97	\$60.87
Stage 4 of Traineeship (CW2 - 96% of CW3)			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$1,907.94	\$2,003.34	\$2,103.50
p/h	\$53.00	\$55.65	\$58.43
Stage 3 of Traineeship (CW1 - 92.4% of CW3)			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$1,836.39	\$1,928.21	\$2,024.62
p/h	\$51.01	\$53.56	\$56.24
Stage 2 of Traineeship (CW1(b) - 88% of CW3)			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$1,748.95	\$1,836.40	\$1,928.22
p/h	\$48.58	\$51.01	\$53.56
Stage 1 of Traineeship (New Entrant - 82% of CW3)			
From	1/07/2023	1/07/2024	1/07/2025
p/w	\$1,629.70	\$1,711.19	\$1,796.74
p/h	\$45.27	\$47.53	\$49.91

Trainees shall progress through each of the stages every six months from the date of commencement, unless stages are otherwise completed earlier.

MOBILE HYDRAULIC PLATFORMS AND MOBILE CRANE CLASSIFICATIONS - RATES OF PAY			
MOBILE HYDRAULIC PLATFORMS			
Trainee (as defined)			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$1,929.73	\$2,026.22	\$2,127.53
ph	\$53.60	\$56.28	\$59.09
Boom length up to and including 11 metres (including trainees)			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$1,939.22	\$2,036.18	\$2,137.99
ph	\$53.87	\$56.56	\$59.39
Boom length over 11 metres and up to 17 metres			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$2,027.53	\$2,128.91	\$2,235.35
ph	\$56.33	\$59.15	\$62.10
Boom length over 17 metres and up to 23 metres			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$2,085.26	\$2,189.52	\$2,299.00
ph	\$57.93	\$60.83	\$63.87
Boom length over 23 metres and up to 28 metres			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$2,153.18	\$2,260.84	\$2,373.88
ph	\$59.80	\$62.79	\$65.93
Unit equipped with underbridge unit			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$2,153.18	\$2,260.84	\$2,373.88
ph	\$59.80	\$62.79	\$65.93
MOBILE CRANES			
Up to 20 tonnes			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$2,077.63	\$2,181.51	\$2,290.59
ph	\$57.71	\$60.60	\$63.63
Over 20 tonnes and up to 60 tonnes			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$2,143.28	\$2,250.44	\$2,362.97
ph	\$59.54	\$62.52	\$65.64
Over 60 tonnes and up to 100 tonnes			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$2,207.65	\$2,318.03	\$2,433.93
ph	\$61.32	\$64.39	\$67.61
Over 100 tonnes and up to 200 tonnes			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$2,267.61	\$2,380.99	\$2,500.04
ph	\$62.99	\$66.14	\$69.45
Over 200 tonnes and up to 300 tonnes			
From	1/07/2023	1/07/2024	1/07/2025

pw	\$2,382.48	\$2,501.60	\$2,626.68
ph	\$66.17	\$69.48	\$72.95
Over 300 tonnes and up to 400 tonnes			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$2,431.05	\$2,552.60	\$2,680.23
ph	\$67.55	\$70.93	\$74.47
Over 400 tonnes /special purpose cranes			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$2,495.43	\$2,620.20	\$2,751.21
ph	\$69.33	\$72.80	\$76.44
Rigger, dogman			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$2,029.40	\$2,130.87	\$2,237.41
ph	\$56.38	\$59.20	\$62.16

EARTHMOVERS CLASSIFICATIONS – RATES OF PAY			
CW3			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$1,950.77	\$2,048.31	\$2,150.72
ph	\$54.19	\$56.90	\$59.74
CW4			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$2,013.94	\$2,114.64	\$2,220.37
ph	\$55.94	\$58.74	\$61.67
CW5			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$2,099.52	\$2,204.50	\$2,314.72
ph	\$58.31	\$61.23	\$64.29
CW6			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$2,178.32	\$2,287.24	\$2,401.60
ph	\$60.50	\$63.53	\$66.70

PILING CLASSIFICATIONS - RATES OF PAY			
CW7 - Senior Supervisor			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$2,324.66	\$2,440.89	\$2,562.94
ph	\$64.57	\$67.80	\$71.19
CW6 - Working Supervisor			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$2,227.90	\$2,339.30	\$2,456.26
ph	\$61.88	\$64.97	\$68.22
CW5 - Junior Supervisor			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$2,130.98	\$2,237.53	\$2,349.41
ph	\$59.20	\$62.16	\$65.27

CW4 - Senior Foundation Operator (SFO)			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$2,047.16	\$2,149.52	\$2,256.99
ph	\$56.86	\$59.70	\$62.69
CW3 - Foundation Operator (FO)			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$1,987.73	\$2,087.12	\$2,191.47
ph	\$55.22	\$57.98	\$60.88
CW3 - Foundation Labourer - Skilled (FSL)			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$1,987.73	\$2,087.12	\$2,191.47
ph	\$55.22	\$57.98	\$60.88
CW2 - Foundation Labourer 2 (FL2)			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$1,908.14	\$2,003.55	\$2,103.72
ph	\$53.01	\$55.66	\$58.44
CW1 - Foundation Labourer 1 (FL1)			
From	1/07/2023	1/07/2024	1/07/2025
pw	\$1,836.72	\$1,928.56	\$2,024.98
ph	\$51.01	\$53.56	\$56.24

47. SECTION TWO – PLUMBING, MECHANICAL PLUMBING, SPRINKLER FITTING AND PIPE TRADE WORKERS

This APPENDIX ONE, SECTION TWO reflects the Agreement of the Parties respondent to this Agreement in respect of, among other things, classifications and wage rates of Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Workers. Refer to APPENDIX ONE, SECTION FIVE, for allowances, as the context requires.

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.

Classifications

Key concepts and terms:

CSQ means Construction Skills Queensland. CSQ will be the recognised authority (for the purpose of this APPENDIX) 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 APPENDIX ONE, SECTION TWO, 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 Agreement 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 Agreement. Such employees are subject to the translation arrangements set out in this Agreement.

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 clause will prevent a party from submitting a dispute about the status of an employee for determination under the dispute settlement procedure of this Agreement.

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:

- 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
- 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:

- 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
- 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:

- sheet lead, galvanized iron or other classes of sheet metal or any other materials which supersede the materials usually fixed by plumbers;
- lead, wrought, cast or sheet iron, copper, brass or other classes of pipe work;
- water (hot or cold), steam, gas, air, beer, spirits, vacuum, heating or ventilating appliances, fittings, services or installations; or
- 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 APPENDIX.
- **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 APPENDIX.

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 this Appendix 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:

- whether the employee has proven competencies to the classification sought within an approved skills package;
- 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;
- whether the employee possess the skills required for the employee’s base level of pay;
- the experience and/or qualifications of the employee in relevant indicative tasks nominated in the classification definitions contained in the appendix; 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 Agreement 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 assistant/ Plumbing and mechanical services sheet metal worker	90
Plumbing and mechanical services worker level 3	100
Plumbing and mechanical services tradesperson level 1	100
Plumbing and mechanical services tradesperson level 2	105.2
Plumbing and mechanical tradesperson - special class level 1	110
Plumbing and mechanical services tradesperson - special class level 2	115
Sprinkler Fitting Classifications	
Sprinkler Fitter Assistant	86.29
Sprinkler Fitting Tradesperson Level 2	105.2
Sprinkler Fitting Tradesperson – special class level 1	110
Sprinkler Fitting Tradesperson – special class level 2	115
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 C	85
Lagger Class D	90
Tradesperson, Lagger, Sheet Metal Worker	100
Apprentices	

1 st Year – Plumbing and Mechanical Stream	40
2 nd Year – Plumbing and Mechanical Stream	55
3 rd Year (also mature age 1 st year, 2 nd year and 3 rd year) – Plumbing and Mechanical Stream	75
4 th Year – Plumbing and Mechanical Stream	90
1 st Year – Roofing Stream	40
2 nd Year – Roofing Stream	60
3 rd Year (also mature age 1 st year, 2 nd year and 3 rd year) – Roofing Stream	80
1 st Year – Fire Sprinkler Fitting	
2 nd Year – Fire Sprinkler Fitting	
3 rd Year (also mature age 1 st year, 2 nd year and 3 rd year) – Fire Sprinkler Fitting	
4 th Year – Fire Sprinkler Fitting	

Classification Definitions

For clarity, supervisors of employees engaged under the below classifications will be engaged in accordance with CW8 in this Agreement.

(e) 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 Agreement define work of an unskilled nature to mean:

- Organising of tools;
- Painting of pipe;
- Carry pipe around the work site;
- Lay pipe out;
- Assist in measuring up;
- Concreting around pipes;
- 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.

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 Agreement; 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 Agreement; 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 APPENDIX as it applied prior to this Agreement 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 Agreement; 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.

(f) **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 this Agreement 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.

Lagging New Entrant/ Assistant (65%)

An employee who does not meet the requirements of any other classification.

Lagger Class C (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 D (90%)

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 clause 1 of this Appendix 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 Agreement, 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.

Rates of Pay

Classification	Relativity to Tradesperson (%)	1/07/2023	1/07/2024	1/07/2025
Plumbing and mechanical services assistant/ Plumbing and mechanical services sheet metal worker	90	\$53.03	\$55.68	\$58.47
Plumbing and mechanical services worker level 3	100	\$58.91	\$61.86	\$64.95
Plumbing and mechanical services tradesperson level 1	100	\$58.91	\$61.86	\$64.95
Plumbing and mechanical services tradesperson level 2	105.2	\$61.94	\$65.04	\$68.29
Plumbing and mechanical tradesperson - special class level 1	110	\$64.80	\$68.04	\$71.44
Plumbing and mechanical services tradesperson - special class level 2	115	\$67.72	\$71.11	\$74.66
Sprinkler Fitting Classifications				
Sprinkler Fitter Assistant	86.29	\$52.84	\$55.48	\$58.26
Sprinkler Fitting Tradesperson Level 2	105.2	\$61.94	\$65.04	\$68.29
Sprinkler Fitting Tradesperson – special class level 1	110	\$64.80	\$68.04	\$71.44
Sprinkler Fitting Tradesperson – special class level 2	115	\$67.72	\$71.11	\$74.66
Roofing Classifications				
Roof Plumber (possessing relevant Certificate III trade qualification)	105.2	\$61.94	\$65.04	\$68.29
Roof Plumber (fully competent to trade level)	100	\$58.91	\$61.86	\$64.95
Roof Plumber (trade assistant)	80	\$47.13	\$49.49	\$51.96
Lagging Classifications				
New Entrant/ Assistant	65	\$38.30	\$40.22	\$42.23
Lagger Class C	85	\$50.07	\$52.57	\$55.20
Lagger Class D	90	\$53.03	\$55.68	\$58.47
Tradesperson, Lagger, Sheet Metal Worker	100	\$58.91	\$61.86	\$64.95
Apprentices (Except Roofing and Sprinkler Fitting)				
1 st Year	40	\$23.57	\$24.75	\$25.99
2 nd Year	55	\$32.40	\$34.02	\$35.72
3 rd Year (also mature age 1 st year, 2 nd year and 3 rd year)	75	\$44.20	\$46.41	\$48.73
4 th Year	90	\$53.03	\$55.68	\$58.47

Apprentices (Roofing)				
1 st Year	40	\$23.57	\$24.75	\$25.99
2 nd Year	60	\$35.35	\$37.12	\$38.97
3 rd Year (also mature age 1 st year, 2 nd year and 3 rd year)	80	\$47.13	\$49.49	\$51.96
Apprentices (Sprinkler Fitting)				
1 st Year	N/A	\$30.61	\$32.14	\$33.75
2 nd Year	N/A	\$33.69	\$35.37	\$37.14
3 rd Year	N/A	\$45.84	\$48.13	\$50.54
4 th Year (also mature age 1 st year, 2 nd year and 3 rd year)	N/A	\$55.11	\$57.87	\$60.76

ALLOWANCES

1. Employees Accepting Responsibility to Statutory Authorities

This allowance applies to employees within the classifications set out in SECTION TWO of this appendix.

An Employee who is required to act on their plumbers or gasfitters licence/s issued by an appropriate state authority will be paid an additional amount per day being \$49.08 for each day of their employment whether or not they have in fact acted on such licence/s. Acting on one's licence will mean signing of notices, assuming responsibility to relevant authorities.

2. Compensation for Tools and Clothing

An Employee whose clothes, spectacles, hearing aid, 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 as may be agreed upon between the employee and the employer.

An Employee will be reimbursed by the Employer to the maximum amount in APPENDIX ONE, SECTION FIVE 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 employers' 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. An Employee transporting their own tools will take all reasonable care to protect those tools and prevent theft or loss.

The parties agree that strict adherence on both sides regarding use and provision of storage facilities is to be adhered to. Compensation will not be applied where an Employee has not followed the Employer's clear instructions.

Where an Employee is absent from work because of illness or accident and has advised the Employer, the Employer will ensure that the Employee's tools are securely stored during their absence. In the event that these tools are lost or stolen, the amount payable for compensation for tools applies.

Reimbursements will be at the current replacement value of new tools of the same or comparable quality.

The Employee will report any theft to the police prior to making a claim on the Employer for replacement of stolen tools

3. Apprentices Training

In addition to provisions elsewhere in this Agreement at clause 18, Apprentices shall be paid all wages and allowances as specified by this Agreement 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 purpose.

4. Training

In addition to provisions elsewhere in this Agreement at clause 18, "All reasonable costs associated with training, including meals, accommodation and course fees will be paid by the Employer."

5. 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 individuals licence. Where the employer does not maintain adequate insurance, and a claim is made against an employee, the employer will indemnify the individual concerned.

6. Call Back

An Employee recalled to work overtime after leaving the Project site (whether notified before or after leaving the site) will be paid for a minimum of three hours work at the appropriate rates for each time they are so recalled. 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.

7. The Services Trades Queensland (STQ)

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

- plumbing;
- air conditioning and mechanical services; and
- fire protection.

As represented by their respective employer associations:

- the Master Plumbers Association Queensland,
- the National Fire Industry Association Queensland; and
- 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:

- increasing Services Trades sector competency and professionalism;
- improving worker career opportunities and satisfaction; and
- building the sector's workforce of the future.

The Employer agrees to support STQ by contributing for each Employee who is paid in accordance with this Agreement under the classifications set out in APPENDIX ONE SECTION TWO the weekly amount of:

From Commencement	From 1/7/2021	From 1/7/2022	From 1/7/2023
\$35.00	\$40.00	\$45.00	\$50.00

For clarity, this amount is paid in addition to BEWT.
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 Q-Leave.
Contributions shall be calculated on a weekly basis 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 Agreement, the Employer will be liable to contribute an amount as specified in the trust deed on such dates as required.

8. Welding Allowance

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 provided that no employee shall be entitled to be paid for more than 2 types of welding. However, this allowance shall not apply for all plumbing work with respect to the joining together of plastic, PVC and/or polythenol materials eg HOPE and MOPE.

The rates will be as follows:

1.7.2023	1.7.2024	1.7.2025
\$1.73	\$1.82	\$1.91

48. SECTION THREE – ELECTRICAL WORKERS

This APPENDIX ONE, SECTION THREE reflects the Agreement of the Parties respondent to this Agreement in respect of, among other things, classifications and wage rates and for Electrical Workers. Refer to APPENDIX ONE, SECTION FIVE, for allowances, as the context requires.

1. WAGES.

COMMERCIAL CONSTRUCTION						
Grade	1/07/2023		1/07/2024		1/07/2025	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Electrical Worker Grade 10	\$3,052.69	\$84.80	\$3,205.32	\$89.04	\$3,365.59	\$93.49
Electrical Worker Grade 9	\$2,804.59	\$77.91	\$2,944.82	\$81.81	\$3,092.06	\$85.90
Electrical Worker Grade 8	\$2,721.62	\$75.60	\$2,857.70	\$79.38	\$3,000.59	\$83.35
Electrical Worker Grade 7	\$2,556.11	\$71.00	\$2,683.92	\$74.55	\$2,818.11	\$78.28
Electrical Worker Grade 6	\$2,466.81	\$68.52	\$2,590.15	\$71.95	\$2,719.66	\$75.54
Foreman Rate Grade 2	\$2,412.24	\$67.01	\$2,532.85	\$70.36	\$2,659.49	\$73.88
Foreman Rate Grade 1	\$2,360.95	\$65.58	\$2,479.00	\$68.86	\$2,602.95	\$72.30
Electrical Worker Grade 5	\$2,258.38	\$62.73	\$2,371.30	\$65.87	\$2,489.86	\$69.16
Electrical Fitter	\$2,204.18	\$61.23	\$2,314.39	\$64.29	\$2,430.11	\$67.51
Communication Technician	\$2,143.17	\$59.53	\$2,250.33	\$62.51	\$2,362.84	\$65.63
Electrical Worker Grade 4	\$2,090.89	\$58.08	\$2,195.43	\$60.98	\$2,305.21	\$64.03
Electrical Worker Grade 3	\$1,980.84	\$55.02	\$2,079.88	\$57.77	\$2,183.88	\$60.66
Electrical Worker Grade 2	\$1,870.80	\$51.97	\$1,964.34	\$54.57	\$2,062.56	\$57.30
Electrical Worker Grade 1	\$1,760.75	\$48.91	\$1,848.79	\$51.36	\$1,941.23	\$53.92
These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.						

APPRENTICES						
Grade	1/07/2023		1/07/2024		1/07/2025	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Apprentices						
First Year	\$1,242.11	\$34.50	\$1,304.22	\$36.23	\$1,369.43	\$38.04
Second Year	\$1,467.95	\$40.78	\$1,541.35	\$42.82	\$1,618.41	\$44.96
Third Year	\$1,693.79	\$47.05	\$1,778.48	\$49.40	\$1,867.40	\$51.87
Fourth Year	\$2,032.54	\$56.46	\$2,134.17	\$59.28	\$2,240.88	\$62.25
Adult Apprentices						
First Year	\$1,693.79	\$47.05	\$1,778.48	\$49.40	\$1,867.40	\$51.87
Second Year	\$1,806.70	\$50.19	\$1,897.04	\$52.70	\$1,991.89	\$55.33
Third Year	\$1,897.04	\$52.70	\$1,991.89	\$55.34	\$2,091.49	\$58.10
Fourth Year	\$2,032.54	\$56.46	\$2,134.17	\$59.28	\$2,240.88	\$62.25

TRADES ASSISTANTS

- (a) All trades assistants will be paid (but not classified) in accordance with the provisions for electrical worker grade 4 as per this Agreement.
- (b) Trades assistants will not perform electrical work.

In addition to the allowances set out in Section 5 of this Appendix, the following allowances will apply to electrical workers:

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.

The QTP who is required to fulfil the role of endorsee to the Electrical Contracting Company and sign the appropriate paperwork, will be paid the following all-purpose allowance, per week:

1/07/2023	1/07/2024	1/07/2025
\$319.07	\$335.02	\$351.77

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.

Safety Glasses

One pair of UV rated safety glasses or UV rated prescription lenses will be provided to employees who are required to work on reflective surfaces such as metal decking, large concrete slabs exposed to sunlight and roofing or curtain walling.

Employees who require them will provide, on commencement and during the term of their employment, prescription spectacles and lenses that meet the requirement of the Work Health and Safety Act and Regulations.

The Employer will reimburse the employee up to \$400.00 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 shall be replaced on a fair wear and tear basis. However, lost or stolen spectacles must be replaced at the employee's expense.

The parties agree that appropriate eyewear will be worn at all times during working hours and that all items shall be kept clean and in good repair. Where a safety issue is identified the area under dispute shall be isolated (if considered dangerous by either party), barriers put up, suitable notices attached, and every effort should be made to solve the safety issue without any undue delay. Work may continue in all other areas, provided that there is no risk to health and safety in those areas, until a resolution on the issue is found.

Tools – Electrical Workers

Storage of Tools:

Suitable accommodation shall be provided for the preservation of the employee's tools and clothing. An electrical worker, whilst engaged on a construction site where they are unable to arrange suitable free storage accommodation for their tools, shall be provided with same by the Employer.

Provided further that, where an employee is absent from work because of illness or accident occurring during working hours, the Employer shall ensure that the employee's tools are either transported to the Employer's premises or are securely stored during their absence.

All employees shall 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.

Compensation for Loss of Tools:

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.

(i) 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.

(ii) 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:

- (c) the employee has taken appropriate precautions to prevent the loss including locking the vehicle and any storage facilities on the vehicle; and
- (d) 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
- (e) the loss is reported to the police.

Tool replacement shall 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.

2. Classifications – Electrical Workers (excluding Lift Industry Workers)

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.

2.1 G1 - Electrical Worker Grade 1

- (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.

2.2 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 shall 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.

2.3 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
 - (a) 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) 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
 - (iii) inspects and tests fire alarm or security alarm equipment; or
 - (iv) under the 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 data and communication cabling.
 - (b) provided that this person shall not undertake tasks requiring the skills of a tradesperson.
- (2) Included in this Grade is the work of:
 - (a) Electronic Equipment Tester/Installer Level 1; and
 - (b) Purchasing clerk.

2.4 G4 - Electrical Worker Grade 4¹

- (1) An Electrical Worker Grade 4 is an employee who:
- (a) 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) is accredited to perform
 - (1) scaffolding; or
 - (2) rigging; 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.
 - (b) Provided that this person shall not undertake tasks requiring the skills of a tradesperson.
- (2) Included in this grade is the work of:
- (a) Purchasing Clerk/Storeperson;
 - (b) Electronic Equipment Tester/Installer Level 2; and
 - (a) Alarm security tester grade 2.

2.5 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) Alarm Security Technician Grade 1;
 - (e) Alarm Security Tester Grade 3;

¹ All trades assistants will be paid (but not classified) in accordance with the provisions for electrical worker grade 4 as per this Agreement

- (f) Television/radio/electronic Serviceperson/mechanic Level 1;
- (g) Instrument Tradesperson Level 1;
- (h) Refrigeration/Air-Conditioning Tradesperson Level 1; and
- (i) Linesperson/Cable Jointer Level 1.

2.6 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 Agreement 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.

2.7 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.

2.8 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. [see clause 1.6 - Definitions]

2.9 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.

2.10 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.

3. Classification Definitions

3.1 "**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.

3.2 "**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 two-years on-the-job experience as a serviceperson, working on the company's installations and equipment.

- 3.3 **"Alarm/Security Technician Grade 3"** means an Alarm/Security Technician who:
- (a) has not less than one-year of experience as such and who has satisfactorily completed an appropriate electronics post trades course;
 - (b) has not less than two-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.

- 3.4 **"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 three-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 two-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.

- 3.5 **"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.

- 3.6 **"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.

3.7 **"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.

3.8 **"Communications Tradesperson - Special Class"** shall 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 referred to in clause 1.6.10(a), 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.

3.9 **"Electrical Fitter"** shall mean an employee who is mainly employed in the workshops manufacturing, fitting, and repairing electrical instruments, machines, and apparatus. Electrical fitting in this definition shall 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* shall be recognised as proof of efficiency.

3.10 **"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* shall be recognised as proof of efficiency.

- 3.11 **"Electrical 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.
- 3.12 **"Electrical 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.
- 3.13 **"Electrical Labourer"** shall mean an employee, not otherwise provided for in this Agreement, who is doing work necessary for electrical work.
- 3.14 **"Electrical Mechanic"** shall 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 shall 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* shall be recognised as proof of efficiency.
- 3.15 **"Electrical Storeperson"** shall 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 shall 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.
- 3.16 **"Electrical Tradesperson's Assistant"** shall mean an employee directly assisting a tradesperson.
- 3.17 **"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 three 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 two-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.
- (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.

3.18 **"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.

3.19 **"Installation Inspector"** shall 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 Vocational Education 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 three-years recent experience in the Electrical Contracting Industry as an Electrical Mechanic or has at least three-years recent experience as an Installation Inspector with an Electricity Authority in Queensland.

3.20 **"Jointer"** shall 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* shall be recognised as proof of efficiency.

3.21 **"Radio Mechanic"** shall 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.

- 3.22 **"Refrigeration Mechanic or Serviceperson Grade 1"** means a tradesperson employed to carry out installation, repairs, and routine maintenance of domestic, commercial and industrial refrigeration and air conditioning systems.
- 3.23 **"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.
- 3.24 **"Refrigeration Mechanic or Serviceperson Grade 3"** means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than two-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.
- 3.25 **"Refrigeration Mechanic or Serviceperson Grade 4"** means Refrigeration Mechanic or Serviceperson Grade I, who has had not less than three-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 two-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:
- (a) Maintain and repair multi-function printed circuits using circuit diagrams and appropriate test equipment;
 - (b) Work under minimum supervision and technical guidance;
 - (c) Provide technical guidance within the scope of the work described in this definition; and
 - (d) Prepare reports of a technical nature on specific tasks or assignments as directed within the scope of the work described in this definition.
- 3.26 **"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.

3.27 **"Television Antenna Installer/Erector"** means an adult employee engaged in erecting and/or installing television and other electronic impulse transmitting and/or receiving antennae.

3.28 **"Television Mechanic"** shall mean an employee who is mainly employed to assemble and/or repair and/or service and/or test television receiving sets and/or parts.

4. Inclement Weather

(a) Definition

"Inclement Weather" means the existence of continuous rain or abnormal climatic conditions, (whether by cyclone, hail, cold, high wind, severe dust, extreme high temperature or rain affected work site) as a consequence of which it is either unsafe and/or unreasonable for employees to continue working whilst exposed to that weather.

(b) Inclement Weather Commencing after Work is Started

Work in the open will continue until the particular work can no longer be done safely and efficiently.

The Company may require all or any employees to:

- continue to work under cover or relocate to alternative work not affected by inclement weather provided there is dry access & egress to amenities; or
- obtain materials and services for employees working undercover where there is only minimal exposure to inclement weather; or
- when required, perform emergency and safety work or work on unexpected breakdowns which can be corrected in limited time duration; or
- attend toolbox meetings, work planning sessions or skills development and/or training activities provided there is dry access and egress to amenities.

Should only a portion of the project be affected by inclement weather, all other employees not so affected will continue working, notwithstanding that some employees may be entitled to cease work due to inclement weather.

(c) Inclement Weather before Work is Started

Where it is inclement from the usual start time for four hours, the Company may require all or any employees to:

- remain in amenities provided there is dry access to other necessary amenities; or
- continue to work under cover or relocate to alternative work not affected by inclement weather provided there is dry access & egress to amenities; or
- obtain materials and services for employees working undercover where there is only minimal exposure to inclement weather; or
- when required, perform emergency and safety work or work on unexpected breakdowns which can be corrected in limited time duration; or
- attend toolbox meetings, work planning sessions or skills development and/or training activities provided there is dry access and egress to amenities.

(d) Inclement Weather affecting only a portion of a work site

Should only a portion of the work site be affected by inclement weather, all other employees not so affected will continue working, notwithstanding that some employees may be entitled to cease work due to inclement weather.

(e) Inclement Weather continuing after 4 hours from the usual starting time

If after 4 hours from the usual starting time the Company, in consultation with their employees, agrees that the weather is unlikely to improve and that the utilisation of employees in (b) & (c) is not available, the Company will send employees home.

Any employee so instructed will be paid for the time already attended and for the balance of the ordinary hours of the attendance. Agreement will not be unreasonably withheld.

If, however, the Company decides after consultation with the employees that based on weather reports the weather is going to improve such that normal work can recommence, then employees may be required to remain for up to half the remaining ordinary hours after that 4-hour period provided there is dry access & egress to amenities. If the weather is still inclement after that time and the utilisation of employees in (b) & (c) is not available, the employees will be sent home and paid for the ordinary work time of that day.

(f) Access to Amenities

If after one (1) hour from the usual starting time where employees are prevented from using ablutions due to inclement weather, the Company will send employees home in accordance with clause 4.10(g) (below).

Further if by the first scheduled meal break amenities (e.g Crib Room) are not available for employees use the Company, will send employees home in accordance with clause 4.10(g) (below).

(g) Maximum hours of payment for ordinary time lost through Inclement Weather

An employee will only be entitled to payment by the Company for ordinary time lost through inclement weather for up to 34 hours while off site in any calendar month. These hours will not be cumulative beyond each calendar month.

(h) 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.

49. SECTION FOUR – METAL AND ENGINEERING WORKERS

This APPENDIX ONE, SECTION FOUR reflects the Agreement of the Parties respondent to this Agreement in respect of, among other things, classifications and wage rates for Metal and Engineering Workers. Refer to APPENDIX ONE, SECTION FIVE, for allowances, as the context requires.

1. Classifications

The Classification levels for employees engaged under APPENDIX ONE SECTION FOUR shall be read in accordance with the Manufacturing and Associated Industries and Occupations Award 2020. 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 purposes of this calculation.

Wage Group:C14

- (a) **Engineering/Manufacturing Employee—Level I**
- (b) 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.
- (c) An employee at this level performs routine duties essentially of a manual nature and to the level of their training:
 - (i) performs general labouring and cleaning duties;
 - (ii) exercises minimal judgement;
 - (iii) works under direct supervision;
 - (iv) is undertaking structured training so as to enable them to work at the C13 level.

Wage Group:C13

- (d) **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.

- (e) 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:
 - (i) works in accordance with standard operating procedures and established criteria;
 - (ii) works under direct supervision either individually or in a team environment;
 - (iii) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
 - (iv) understands and utilises basic statistical process control procedures;
 - (v) follows safe work practices and can report workplace hazards.

Wage Group:C12

(f) 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.

- (g) 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:
 - (i) is responsible for the quality of their own work subject to routine supervision;
 - (ii) works under routine supervision either individually or in a team environment;
 - (iii) exercises discretion within their level of skills and training;
 - (iv) assists in the provision of on-the-job training.

Wage Group:C11

Engineering/Manufacturing Employee—Level IV

- (h) 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.
- (i) 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:
 - (i) works from complex instructions and procedures;
 - (ii) assists in the provision of on-the-job training;
 - (iii) co-ordinates work in a team environment or works individually under general supervision;
 - (iv) is responsible for assuring the quality of their own work.

Wage Group:C10

Engineering/Manufacturing Tradesperson—Level I

- (j) An Engineering/Manufacturing Tradesperson—Level I is an employee who holds a trade certificate or tradespersons rights certificate or equivalent as an:
 - (i) Engineering Tradesperson (Mechanical)—Level I;
 - (ii) Engineering Tradesperson (Fabrication)—Level I;
 - (iii) Engineering Tradesperson (Sheet Metal);
 - (iv) Engineering Tradesperson (Insulation);
 - (v) or equivalent;
 - (vi) 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.
- (k) 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:
 - (i) understands and applies quality control techniques;

- (ii) exercises good interpersonal and communications skills;
- (iii) exercises keyboard skills at a level higher than the C11 level;
- (iv) exercises discretion within the scope of this classification level;
- (v) performs work under limited supervision either individually or in a team environment;
- (vi) operates lifting equipment incidental to their work;
- (vii) performs non-trade tasks incidental to their work;
- (viii) 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;
- (ix) inspects products and/or materials for conformity with established operational standards.

Wage Group:C9

Engineering/Manufacturing Tradesperson—Level II

- (l) An Engineering/Manufacturing Tradesperson—Level II is an:
 - (i) Engineering Tradesperson (Mechanical)—Level II; or
 - (ii) Engineering Tradesperson (Fabrication)—Level II; or
 - (iii) 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 2020* or equivalent.

- (m) 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:
 - (i) exercises discretion within the scope of this classification;
 - (ii) works under limited supervision either individually or in a team environment;
 - (iii) understands and implements quality control techniques;
 - (iv) provides trade guidance and assistance as part of a work team;
 - (v) operates lifting equipment incidental to their work;
 - (vi) performs non-trade tasks incidental to their work.

Wage Group:C8

Engineering/Manufacturing Tradesperson—Special Class Level I

- (n) An Engineering/Manufacturing Tradesperson—Special Class Level I means a:
 - (i) Special Class Engineering Tradesperson (Mechanical)—Level I; or
 - (ii) Special Class Engineering Tradesperson (Fabrication)—Level I; or
 - (iii) 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 2020* or equivalent.

- (o) 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:
 - (i) provides trade guidance and assistance as part of a work team;
 - (ii) assists in the provision of training in conjunction with supervisors and trainers;
 - (iii) understands and implements quality control techniques;
 - (iv) works under limited supervision either individually or in a team environment;
 - (v) operates lifting equipment incidental to their work;
 - (vi) performs non-trade tasks incidental to their work.

Wage Group:C7

Engineering/Manufacturing Tradesperson—Special Class Level II

- (p) An Engineering/Manufacturing Tradesperson—Special Class Level II means a:
 - (i) Special Class Engineering Tradesperson (Mechanical)—Level II; or
 - (ii) Special Class Engineering Tradesperson (Fabrication)—Level II; or
 - (iii) Higher Engineering/Manufacturing Tradesperson; or
 - (iv) 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 2020* or equivalent.

- (q) 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:
 - (i) is able to provide trade guidance and assistance as part of a work team;
 - (ii) provides training in conjunction with supervisors and trainers;
 - (iii) understands and implements quality control techniques;
 - (iv) works under limited supervision either individually or in a team environment;
 - (v) operates lifting equipment incidental to their work;
 - (vi) performs non-trade tasks incidental to their work.

Wage Group:C6

Advanced Engineering Tradesperson—Level I

- (r) An Advanced Engineering Tradesperson—Level I means an:
 - (i) Advanced Engineering Tradesperson (Mechanical)—Level I; or
 - (ii) 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 2020* or equivalent.

- (s) 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:
 - (i) undertakes quality control and work organisation at a level higher than for the C7 level;
 - (ii) provides trade guidance and assistance as part of a work team;
 - (iii) assists in the provision of training to employees in conjunction with supervisors/trainers;
 - (iv) works under limited supervision either individually or in a team environment;
 - (v) prepares reports of a technical nature on specific tasks or assignments;
 - (vi) exercises broad discretion within the scope of this level;
 - (vii) operates lifting equipment incidental to their work;
 - (viii) performs non-trade tasks incidental to their work.

Wage Group:C5

Advanced Engineering Tradesperson—Level II

- (t) An Advanced Engineering Tradesperson—Level II means an:
 - (i) Advanced Engineering Tradesperson (Mechanical)—Level II; or
 - (ii) 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 2020* or equivalent.

- (u) 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:
 - (i) provides technical guidance or assistance within the scope of this level;
 - (ii) prepares reports of a technical nature on tasks or assignments within the employee's skills and competence;
 - (iii) 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;
 - (iv) assists in the provision of on-the-job training in conjunction with supervisors and trainers;
 - (v) operates lifting equipment incidental to their work;
 - (vi) performs non-trade tasks incidental to their work.

Apprentices

While Apprentices' wage rates are nominally based on a percentage of the relevant all-purpose trade rate (C10) for the work on which they are engaged, as set out below, they will be paid in accordance with the tables in APPENDIX ONE SECTION FOUR of this Agreement:

- (v) 1st Year 55%
- (w) 2nd Year 65%
- (x) 3rd Year 75%
- (y) 4th Year 90%

Adult apprentices:

- (z) **Adult** means any person who is 21 years of age or over at the time of commencing an apprenticeship.
- (aa) While Adult Apprentices' wage rates are nominally based on a percentage of the relevant all-purpose trade rate (C10) for the work on which they are engaged, as set out below, they will be paid in accordance with the tables in APPENDIX ONE SECTION FOUR of this Agreement.
 - (i) 1st Year 75%
 - (ii) 2nd Year 80%
 - (iii) 3rd Year 84%
 - (iv) 4th Year 90%

Existing employees

- (bb) **Existing employee** will mean a person who has been employed by the Employer in a calling, or classification, relevant to the apprenticeship or traineeship for at least three months immediately prior to becoming an apprentice or trainee with that Employer.
- (cc) Existing employees may participate in apprenticeships and traineeships. An existing employee shall 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 shall revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract in accordance with subclause (hh).
- (dd) Where existing employees commence an apprenticeship or traineeship, the Employer shall endeavour to minimise any adverse effects on other employees. Additionally, such other employees shall not be displaced from or disadvantaged in their employment by the engagement of new apprentices or trainees.
- (ee) Existing employees shall not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice or trainee.
- (ff) Provided that an existing employee who was engaged as a casual employee prior to becoming employed as a full-time or part-time apprentice or trainee shall not be entitled to retain casual loading.
- (gg) An existing employee shall maintain continuity of employment despite having entered into an apprenticeship or traineeship.

- (hh) Existing employees whose Training Contract is completed or cancelled shall revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract.

Rates of Pay

Grade	1/07/2023		1/07/2024		1/07/2025	
	pw	Ph	pw	Ph	pw	Ph
C5 (130%)	\$2,722.32	\$75.62	\$2,858.44	\$79.40	\$3,001.36	\$83.37
C6 (125%)	\$2,617.61	\$69.80	\$2,748.49	\$73.29	\$2,885.92	\$76.95
C7 (115%)	\$2,408.20	\$66.90	\$2,528.61	\$70.25	\$2,655.04	\$73.76
C8 (110%)	\$2,303.50	\$63.99	\$2,418.68	\$67.19	\$2,539.61	\$70.55
C9 (105%)	\$2,198.79	\$61.08	\$2,308.73	\$64.13	\$2,424.17	\$67.34
C10 (100%)	\$2,094.09	\$58.17	\$2,198.79	\$61.08	\$2,308.73	\$64.13
C11 (92.4%)	\$1,934.94	\$53.75	\$2,031.69	\$56.44	\$2,133.27	\$59.26
C12 (87.4%)	\$1,830.23	\$50.84	\$1,921.74	\$53.38	\$2,017.83	\$56.05
C13 (82%)	\$1,717.15	\$47.70	\$1,803.01	\$50.09	\$1,893.16	\$52.59
C14 (78%)	\$1,633.39	\$45.37	\$1,715.06	\$47.64	\$1,800.81	\$50.02
First Year (55%)	\$1,151.75	\$31.99	\$1,209.34	\$33.59	\$1,269.80	\$35.27
Second Year (65%)	\$1,361.16	\$37.81	\$1,429.22	\$39.70	\$1,500.68	\$41.69
Third Year (75%)	\$1,570.57	\$43.63	\$1,649.10	\$45.81	\$1,731.55	\$48.10
Fourth Year (90%)	\$1,884.68	\$52.35	\$1,978.91	\$54.97	\$2,077.86	\$57.72
First Year (75%)	\$1,570.57	\$43.63	\$1,649.10	\$45.81	\$1,731.55	\$48.10
Second Year (80%)	\$1,675.27	\$46.54	\$1,759.03	\$48.87	\$1,846.99	\$51.31
Third Year (84%)	\$1,759.04	\$48.86	\$1,846.99	\$51.30	\$1,939.34	\$53.87
Fourth Year (90%)	\$1,884.68	\$52.35	\$1,978.91	\$54.97	\$2,077.86	\$57.72

Allowances

Welder – Special Class

- (ii) An Engineering Tradesperson (Fabrication) or Engineering Tradesperson (Mechanical) employed as a C10 to C5 classification will be paid this allowance if the employee is:
- (jj) Qualified, through passing the tests required (pre-employment and/or during employment on the respective Project), to weld to the satisfaction of the relevant regulatory authority to the requirements of the relevant Certificates 1-9 AS 1796, or welding standards of equivalent or greater testing integrity and who is engaged on work requiring such qualification; or
- (kk) Qualified to the relevant regulatory standard and is required to perform pressure vessel welding or pipe welding.

Welder Special Class – Exotic Materials

- (ll) An Engineering Tradesperson (Fabrication) or Engineering Tradesperson (Mechanical) employed as a C10 to C5 classification will receive this allowance if they are qualified, through passing the tests required by the employer, and remains so qualified, and is

engaged on work requiring such qualification in relation to welding either alloy pipework to ASME-B31 standard, or pressure vessels and tanks to the relevant standards, in relation to the following materials:

- (i) Stainless Steel (304, 310, 316 and 904 grade)
 - (ii) Aluminum
 - (iii) Chrome Molybdenum
 - (iv) Nine per cent (9%) Ni Steel
 - (v) A333 Grade 6
- (mm) Such tests to be eligible for these allowances may be required prior to employment and during employment, on the Project, to ensure that qualifications are relevant and up to date.
- (nn) This allowance only applies to Employees whose welds are recorded Non-Destructive Tested (NDT) for the time so worked.

Welder Tested

This allowance is payable to Engineering Tradesperson (Fabrication) or Engineering Tradesperson (mechanical) (C10 to C5 classification) who, because of the requirements of the employer, has met and remains capable of meeting a practical test, e.g. the relevant regulatory requirements for AS 1554SP. Some or all of these welds may be NDT treated.

50. SECTION FIVE - ALLOWANCES

This APPENDIX ONE, SECTION FIVE reflects the Agreement of the Parties respondent to this Agreement in respect of allowances for Construction Workers, Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Workers, Electrical Workers and Metal and Engineering Workers as the context requires.

Engagement of more than one mobile crane

(a) Where more than one crane is engaged on any single lift the following additional payments shall be made:

(i) Where two mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

From 01/07/2023	From 1/07/2024	From 1/07/2025
\$5.37	\$5.64	\$5.92

(ii) Where three mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

From 01/07/2023	From 1/07/2024	From 1/07/2025
\$10.33	\$10.85	\$11.39

(iii) Where four mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

From 01/07/2023	From 1/07/2024	From 1/07/2025
\$15.89	\$16.68	\$17.52

(iv) Where more than mobile four cranes are engaged the crane crew shall be paid at the following additional amount per lift:

From 01/07/2023	From 1/07/2024	From 1/07/2025
\$21.00	\$22.05	\$23.15

Hourly allowances unless specified otherwise:

ALLOWANCE TITLE	From	From	From
	01/07/2023	1/07/2024	1/07/2025
Acid work	\$3.15	\$3.31	\$3.47
Asbestos	\$1.51	\$1.59	\$1.66
Asbestos eradication	\$3.87	\$4.06	\$4.27
Bagging	\$1.09	\$1.14	\$1.20
Bitumen	\$1.51	\$1.59	\$1.66
laying or lifting other than standard bricks Over 5kg but under 9kg	\$1.20	\$1.26	\$1.32
Over 9kg but under 18kg	\$2.15	\$2.26	\$2.37
18kg and over	\$3.00	\$3.15	\$3.31
Certificate allowance	\$1.20	\$1.26	\$1.32

Cleaning down brickwork	\$1.11	\$1.17	\$1.22
Cold work	\$1.20	\$1.26	\$1.32
Computing quantities	\$8.61	\$9.04	\$9.49
Confined spaces	\$1.51	\$1.59	\$1.66
Cutting tiles	\$1.51	\$1.59	\$1.66
Dirty work	\$1.20	\$1.26	\$1.32
Dry polishing of tiles	\$1.51	\$1.59	\$1.66
Explosive power tools	\$2.82	\$2.96	\$3.11
First-aid attendant (minimum qualification) per day	\$5.04	\$5.29	\$5.56
Higher first aid cert. per day	\$7.96	\$8.36	\$8.78
Furnace work	\$3.12	\$3.28	\$3.44
Higher work- Painting trades	\$1.11	\$1.17	\$1.22
Hot work between 46-54 Degrees Celsius	\$1.20	\$1.26	\$1.32
Exceeding 54 degrees	\$1.51	\$1.59	\$1.66
Insulation	\$1.51	\$1.59	\$1.66
Laser user and allowance per day	\$4.93	\$5.18	\$5.44
Living away from home allowance (per day)	\$100.92	\$105.97	\$111.26
Return trip transport Employee/tools (per return trip)	\$40.18	\$42.19	\$44.30
Leading hand (other than the lift industry) not more than 1	\$0.92	\$0.97	\$1.01
Leading hand (other than the lift industry) 2 and not more than 5	\$2.01	\$2.11	\$2.22
Leading hand (other than the lift industry) 6 and not more than 10	\$2.55	\$2.68	\$2.81
Leading hand (other than the lift industry) more than 10	\$3.39	\$3.56	\$3.74
Meal allowance	\$24.72	\$25.96	\$27.25
Multi-storey: commencement to 15th floor	\$1.68	\$1.76	\$1.85
Multi-storey: 16th to 30th	\$1.99	\$2.09	\$2.19
Multi-storey: 31st to 45th	\$3.10	\$3.26	\$3.42
Multi-storey: 46th to 60th	\$4.01	\$4.21	\$4.42
Multi-storey: 61st and onwards	\$4.90	\$5.15	\$5.40
Plaster or composition spray	\$1.20	\$1.26	\$1.32
Power Tools	\$1.20	\$1.26	\$1.32
Roof repairs	\$1.09	\$1.14	\$1.20
Roof repairs over 15 metres eaves pitch over 35 degrees	\$1.51	\$1.59	\$1.66
Roof repairs over 15 metres eaves pitch over 40 degrees	\$2.14	\$2.25	\$2.36
Second-hand timber per day	\$4.67	\$4.90	\$5.15
Slushing	\$1.20	\$1.26	\$1.32
Spray application- Painters	\$1.20	\$1.26	\$1.32
Swing scaffold first 4 hours 0-15 storeys	\$8.61	\$9.04	\$9.49
Swing scaffold after 4 hours 0-15 storeys	\$1.80	\$1.89	\$1.98
Swing scaffold first 4 hours 16-30 storeys	\$11.07	\$11.62	\$12.20
Swing scaffold after 4 hours 16-30 storeys	\$2.33	\$2.45	\$2.57
Swing scaffold first 4 hours 31-45 storeys	\$13.10	\$13.76	\$14.44
Swing scaffold after 4 hours 31-45 storeys	\$2.76	\$2.90	\$3.04
Swing scaffold first 4 hours 46-60 storeys	\$21.47	\$22.54	\$23.67
Swing scaffold after 4 hours 46-60 storeys	\$4.51	\$4.74	\$4.97

Swing scaffold first 4 hours greater than 60 storeys	\$27.37	\$28.74	\$30.18
Swing scaffold after 4 hours greater than 60 storeys	\$5.75	\$6.04	\$6.34
Tool Allowance: Artificial stoneworker, Stonemason, Carpenter and/or Joiner, Carver, Letter cutter, Marble and Slate Employee, Marker and Setter Out, Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Workers, Special Class Tradesperson, Electrical Worker	\$2.98	\$3.13	\$3.29
Tool Allowance : Caster, Fixer, Floor layer specialist, Plasterer, Tiler	\$2.55	\$2.68	\$2.81
Tool Allowance: Bricklayer, Waterproofoer	\$2.22	\$2.33	\$2.45
Tool Allowance : Roof Tilers, Slate Ridge, or Roof Fixer	\$1.70	\$1.79	\$1.87
Tool Allowance: Scaffolder, Rigger, Steelfixer, Concreter	\$1.09	\$1.14	\$1.20
Tool Allowance: Painter, Glazier, Licensed Drainer, Signwriter	\$0.97	\$1.02	\$1.07
Towers allowance	\$1.20	\$1.26	\$1.32
Toxic substances working in close proximity	\$1.51	\$1.59	\$1.66
Toxic substances (working with)	\$1.20	\$1.26	\$1.32
Underground allowance (per week)	\$25.55	\$26.83	\$28.17
Underground allowance per day or shift or part thereof	\$5.14	\$5.40	\$5.67
Wet concrete or campo	\$1.09	\$1.14	\$1.20
Wet work	\$1.20	\$1.26	\$1.32
Travelling outside radial areas (per Km)	\$0.97	\$1.02	\$1.07
Transfers during working hours (per Km)	\$1.75	\$1.84	\$1.93
Compensation for tools	\$3,182.28	\$3,341.39	\$3,508.46

The allowances in the below table are cumulative all-purpose allowances paid per hour in accordance with this Agreement

Power Tools	\$1.20	\$1.26	\$1.32
Tradesperson Tool	\$2.98	\$3.13	\$3.29
Tradesperson	\$3.98	\$4.18	\$4.39
Welder Tested	\$1.73	\$1.82	\$1.91
Welder – Special Class	\$3.01	\$3.16	\$3.32
Welder – Special Class Exotic Materials	\$5.29	\$5.55	\$5.83

Health and Safety Representative

- (a) 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 (as the context requires), or the Employee's usual classification. In addition, a HSR is entitled to an all-purpose hourly allowance of:

From	From	From
01/07/2023	1/07/2024	1/07/2025
\$2.91	\$3.06	\$3.21

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

Marker/Setter Out

An employee performing the work of a marker/setter out shall be paid an all-purpose allowance of 5% of his/her applicable hourly rate.

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.

Union Delegate

- (a) 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 (as the context requires), or the Employees usual classification.

In addition, a Union Delegate is entitled to an all- purpose hourly allowance of:

From	From	From
01/07/2023	1/07/2024	1/07/2025
\$2.91	\$3.06	\$3.21

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.

In addition to the wage rates prescribed in this Agreement, Employees shall be paid additional allowances as provided for by the relevant Award. The rates for the various allowances shall be as provided below subject to the allowance for the year 2023 being the sole allowance increase for that year.

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 in accordance with clause 25 of their Award, which is at the following rates for Construction Workers:

Daily Entitlement

From	From	From
01/07/2023	1/07/2024	1/07/2025
\$60.00	\$65.00	\$65.00

Apprentices shall receive the following percentage of the amount detailed above:

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

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

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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 by APPENDIX ONE.
- (e) 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.
- (f) 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.

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 APPENDIX ONE of this Agreement.

APPENDIX 2 – REDUNDANCY AND INCOME PROTECTION

Section 1 - All Employees Other Than Electrical Workers

1. This APPENDIX TWO, SECTION ONE, applies to all Employees other than Electrical Workers.

Note: this APPENDIX TWO, SECTION ONE applies to Metal and Engineering Workers subject to clause 12 below.

2. 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:
 - a) from 1 March 2023 - \$47.00
 - b) from 1 March 2024 - \$51.00
 - c) from 1 March 2025 - \$54.00
3. The income protection policy provided by the Employer will provide the following amounts as weekly benefits in the event of a claim:
 - (a) from Commencement -\$1600.
4. 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 under this clause 4 above from the date determined by CIPQ will satisfy the Employer's obligations under clause 3 above.
5. If the Employer does not contribute to CIPQ the amount required under clause 4 above 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.
6. Where applicable, 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.
7. The Employer will contribute on behalf of each Employee the following minimum weekly amount:
 - (a) \$135.00 per Employee effective first pay period January 2023;
 - (b) \$142.00 per Employee effective first pay period January 2024; and
 - (c) \$149.00 per Employee effective first pay period January 2025.
8. 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:
 - (d) \$17.70 per Employee effective first pay period January 2023;
 - (e) \$18.60 per Employee effective first pay period January 2024; and
 - (f) \$19.50 per Employee effective first pay period January 2025.

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

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

9. 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, family violence leave and compassionate 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.
10. Where the Employee's balance in the Employee's Redundancy fund reaches \$15,000.00 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 CBUS or 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.
11. Contributions to the Employee's Redundancy fund must be made, at a minimum, on a monthly basis. 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.
12. This APPENDIX TWO, SECTION ONE applies to Metal and Engineering Workers subject to the following:
 - (a) Income protection policy will be provided by WAGEGUARD and as such the Employer will make contributions to WAGEGUARD; and
 - (b) The relevant redundancy fund is PROTECT.

Section 2 - Redundancy Trust Scheme (CIRT) QLD for Electrical Workers

1. This APPENDIX TWO, SECTION TWO, applies only to Electrical Workers.

DEFINITIONS

For the purposes of this Section Two:

"Authorised leave" shall include periods away from work on:

- i. Annual leave;
- ii. Paid sick leave;
- iii. Family leave;
- iv. Bereavement leave;
- v. Public holidays;
- vi. Long service leave;
- vii. Parental leave;
- viii. Income protection;
- ix. Rostered days off;
- x. WorkCover;
- xi. Any leave which is paid for by the Employer;

- xii. Any leave pursuant to this Agreement, other than unpaid leave as provided in clause 6.10; and
- xiii. Any leave pursuant to the National Employment Standard, as set out in the Act, but shall 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.

"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
- ii. 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" shall mean the period of not more than seven-days over which an Employee's entitlement to remuneration is accrued.

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 Redundancy Fund ("the Redundancy Fund payment") by the Company on their behalf. 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 shall 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 shall 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 shall at the time of termination:
 - (i) provide a Redundancy Fund "certificate of employment" to the Employee with the Employee's termination payment, within four (4) working days;
 - (i) ensure all contributions owing to Redundancy Fund in relation to the Employee are paid up to date; and
 - (ii) 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 shall 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 shall not be liable for any further payments in relation to redundancy pursuant to this Clause.
- (f) All Redundancy Fund payments must be paid to Redundancy Fund on or before the 15th of each month.
- (g) The Redundancy Fund payment shall be deemed to be inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation.
- (h) The Employer will contribute on behalf of each Employee the following minimum weekly amount:
 - (i) \$120.00 per Employee effective first pay period from Commencement;
 - (ii) \$125.00 per Employee effective first pay period January 2021;
 - (iii) \$130.00 per Employee effective first pay period January 2022; and
 - (iv) \$135.00 per Employee effective first pay period January 2023.

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

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

TRAINING PAYMENT

- (a) At the same time contributions are made to the Employee's Redundancy fund, the Employer must pay to the Jetco Inc an amount equal to the following for the purposes of providing training funds for employees for skills within the Queensland Electrical Contracting Industry ("the training contribution"):
 - (i) \$15.00 per Employee effective first pay period after approval of agreement.
- (b) The training contribution shall be for each Employee, inclusive of casuals but excluding apprentices/trainees, 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 the development of apprentices and trainees the Employer will contribute \$5.00 a week to the JETCO training fund for each apprentice. Only apprentices who work more than 19 hours a week shall 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 clause 3.6 of this agreement.)
- (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 in the Redundancy Payments Clause.

- (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 \$15 per pay period per employee.
- (h) No Employee shall be entitled to receive any payment from the Company directly or indirectly, pursuant to this clause, provided that Employees shall be entitled, subject to Jetco Inc's agreement, to recover from Jetco Inc reimbursement of approved training costs.

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.

The Employer agrees to support Jetco Inc by contributing for each Employee, including casuals, apprentices and trainees, who is paid in accordance with this agreement under the classifications set out in this Section of Appendix 2 the weekly amount of \$40 per week.

For clarity, 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 shall, for administrative purposes only, remit the Redundancy Fund payment and the training payments referred to in this Appendix as one sum of money, and a receipt shall be a sufficient receipt for determining compliance.

INCOME PROTECTION

To provide make up pay for any absence without pay due to the incapacitation of the employee, the Company will contribute an "Employer's Contribution" amount as outline in the table below (or such other amount as determined by the provider) per week to provide Income Insurance on the basis:

- a) The amount will not be paid directly to the employee;
- b) The level of insurance will be sufficient to ensure that each employee can access the maximum benefit available to them, based on their individual gross income (that is, their total income including overtime and allowances) and paid to them after a maximum 14 day waiting period;
- c) The premium will only be paid into Income Protection for Electrical Workers as administered by Energy Super, monthly, in alignment with superannuation payments.
- d)

Income Insurance Premiums will be paid by the Employer, as Additional Employer Contributions to Energy Super.

To ensure that Energy Super both meets legislative requirements in relation to Superannuation, and provides Income Insurance as set out in this Agreement, each month the Employer will provide information to Energy Super about the number of units of cover for each Employee for whom the Employer is paying the Additional Employer Contributions for Income Insurance Premiums.

From 1 July 2020 Income Insurance Premiums will be calculated on the basis of "units" as follows:

Units of cover	Gross Income per annum per unit of cover	Benefit Level (per week, per unit) (Gross)	Employer's Weekly Contribution per unit*
1	\$7,500	\$115	\$1.72

Example

Where an Employee's income is \$75,000 per annum, the number of units of cover required is $75000/7500 = 10$ units.

Therefore the Additional Employer Contribution for Income Insurance Premiums is $10 \times 1.72 = \$17.20$ per week.

Where the employee's income results in a number of units that is not a whole number, the number of units will be rounded up and the resulting Income Insurance Premium will be calculated using the whole number.

*The weekly contribution (premium) rate expires 30 June 2023, and is not indexed. Energy Super and its insurer(s) may change the rate before this date as a result of impacts from regulatory and legislation changes, taxation changes or material changes in the risk profile of the Policy.

Where an Employee makes a claim for income insurance and requires the Employer to complete a part of the Employee's claim form, the Employer will have completed and returned it to the Employee within 5 days.

APPENDIX 3 - RDO CALENDARS

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						
S	M	T	W	T	F	S
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
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23	24	25	26	27	28	

March						
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23	24	25	26	27	28	29
30	31					

April						
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27	28	29	30			

May						
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
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22	23	24	25	26	27	28
29	30					

July						
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27	28	29	30	31		

August						
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31						

September						
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14	15	16	17	18	19	20
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28	29	30				

October						
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
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23	24	25	26	27	28	29
30						

December						
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	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

APPENDIX 4 – IMPAIRMENT POLICY

PRINCIPLES

- 50.1 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.
- 50.2 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.
- 50.3 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.
- 50.4 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.
- 50.5 The policy and procedures adopt a peer-based intervention approach based on fairness and equity for all employees.

SCOPE

- 50.6 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.

STRUCTURE

The Impairment Policy is categorised in order with the intended implementation:

- 50.7 Training & Awareness
- (i) 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) – HSR’s, delegates and the PC’s safety staff will undertake this training.
- 50.8 Testing
- Testing for drugs and alcohol is used to support and measure the results of the education and awareness program.
- 50.9 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).

OBJECTIVES

- 50.10 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.

RESPONSIBILITIES

50.11 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.

50.12 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 a 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 a 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.

POLICY IMPLEMENTATION WILL INVOLVE THE FOLLOWING STEPS.

50.13 Principal Contractor (PC)/Employer and Union shall agree on a policy start date.

50.14 Engagement of an agreed training and rehabilitation/treatment service providers.

- 50.15 Provision of on-going Workplace Impairment Training (WIT) and Preliminary Impairment Assessors training (PIA).
- 50.16 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.
- 50.17 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.
- 50.18 Any employee who is assessed as being impaired shall be advised to contact the rehabilitation/treatment provider.
- 50.19 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.
- 50.20 With the endorsement/acceptance of the Impairment Policy the PC will undertake to not pass the implementation and cost of drug and alcohol testing to its subcontractors.
- 50.21 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 subcontract;
 - (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.
- 50.22 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 Agreement.

DEFINITION OF A WORKER

- 50.23 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 (noting that for the purposes of section 12 of this policy, visitors are not to be included in the calculation for the number of random tests to be conducted).

TRAINING

- 50.24 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 principal contractor workers), sub-contractors and labour hire workers at least once every two years.
- 50.25 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.
- 50.26 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.
- 50.27 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;
- 50.28 All training must be delivered Face-to-Face (F2F).
- 50.29 Workplace Impairment Training (WIT)
- (a) WIT course must be a minimum of two (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 a standard drink is and how long it 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;
 - (xiii) Workers who are selected for drug and alcohol testing must also be trained in this policy.
- 50.30 Preliminary Impairment Assessor (PIA)

- (a) PIA training must be a minimum of four (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.
- (b) 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.

TESTING METHODS

50.31 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.

50.32 Drug Testing Method

- (a) Drug testing may only be performed by oral fluid testing;
- (b) 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);
- (c) The drug testing shall be conducted by an accredited person, following all of the chain of custody provisions;
- (d) The test must be performed in accordance with AS 4760 (Procedures for specimen collection and the detection and quantitation of drugs in oral fluid).

50.33 Substances tested

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.

Where applicable the above testing methods must be used for the purpose of section 12.1 of this policy.

TESTING PROVIDER

- 50.34 Must be NATA Accredited.
- 50.35 Must have accreditation AS4760:2006 Procedures for specimen collection and the detection and quantitation of drug abuse in oral fluid.
- 50.36 Must be agreed upon by the PC/Employer and the Union.
- 50.37 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.
- 50.38 Before the Authorised Testing Agent is engaged to be the sample collector for the PC 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.

ROOM REQUIREMENTS

- 50.39 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.
- 50.40 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; and
 - (d) Include discrete entry and exit.

TESTING REQUIREMENTS

- 50.41 Code compliant 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.
- 50.42 Frequent and periodic testing (at least once per month) of the workforce (both construction workers and site office workers) as follows:

- (a) **Alcohol** - on the day of testing all workers onsite shall be required to submit a breath sample i.e. blanket testing.
- (b) **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:
 - (i) where there are less than 30 Workers at a workplace – at least 10% of the workforce;
 - (ii) where there are 30 to 100 Workers at a workplace – a minimum of 5 Workers; and
 - (iii) where there are greater than 100 Workers at a workplace – a minimum of 10 Workers;
 - (iv) 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 two-consecutive tests at the same workplace	Testing of 20% of workforce
30 to 100 Workers at a workplace	Confirmed positive results for three or more workers in two-consecutive testing rounds at the same workplace	Testing of 10 workers
Greater than 100 workers	Confirmed positive results for six or more workers in two-consecutive testing rounds at the same workplace	Testing of 20 workers

50.43 The increased testing requirements shall continue until no Confirmed Positive test results are recorded for two-consecutive testing periods.

50.44 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 i.e. blanket alcohol and code requirements for drug testing.

PRESCRIBED MEDICATIONS

50.45 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

50.46 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.

50.47 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.

50.48 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.
- 50.49 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.
- 50.50 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.

SPECIAL CIRCUMSTANCES FOR PRESCRIPTION MEDICATION

- 50.51 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.
- 50.52 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;
 - (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 will be prevented from performing work until they can provide declaration they are fit to return to work.
- 50.53 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.
- 50.54 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.
- 50.55 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.

TESTING RESULTS

50.56 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 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 0.000% 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.

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).

Contractors will be responsible for the management/arrangements for their employees in accordance with their own employment arrangements.

- (v) 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 15.1 Alcohol- (d) in this policy, will apply.

50.57 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.

FORMS OF TESTING

50.58 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, if the worker tests non-negative for any substance in section 9.3 of this policy, they will be deemed not to be fit for work and will be prevented from performing work until they are fit for work. 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 willfully 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.

50.59 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.

50.60 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 (WHS legislation. Workers will be selected for testing using a random selection process nominated by the employer following a consultation process in line with WHS legislation.

50.61 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 may request to be accompanied by their employee representative 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.

50.62 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 phenomenon occurs, which is:
 - the direct observation of the employee of use of, and/or the physical behavioural symptoms of being impaired by, alcohol; and/or
 - 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.

50.63 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 unable to continue working until consent is given.

REFUSAL TO TEST

50.64 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.

DISCIPLINARY ACTION

50.65 The following sets out the action which may be taken when a worker returns a confirmed positive result to an alcohol or drug test.

50.66 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.

50.67 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.

50.68 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.

50.69 A worker who fails to attend Employee Assistance Provider (EAP) sessions may be disciplined under this policy in accordance with principles of natural justice.

50.70 No disciplinary action will be taken in respect of positive test results from a self-test.

SUPPORT

50.71 The Principal 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 EAP to be available to workers.

50.72 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.

SELF- DECLARATION

50.73 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.

50.74 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.

PRIVACY

50.75 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.

50.76 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.

50.77 All Positive Results Confirmatory Test will be maintained on the relevant Worker’s personnel records located at the workplace.

50.78 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 a 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.

50.79 These protections will be notified to Workers during training.

CONSULTATION

50.80 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.

50.81 The attendees shall seek to reach agreement on any proposed amendments.

50.82 No amendments shall be implemented unless agreement is reached by the Employer, the Union and the relevant stakeholders.

50.83 Employment Assistance Program (EAP)

50.84 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.

50.85 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.

50.86 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

ADDENDUM

- 50.87 Refer to the National CFMEU Impairment Policy for more information and detail about impairment in the construction industry. The policies and procedures in the national document look at the impairment issues of Mental Health, Injury and Illness, Fatigue, Chemicals, Heat, Cold and Noise, and Alcohol, Illegal Drugs and Legal Drugs and provide the research behind the implementation of this Impairment Policy.

APPENDIX 5 – CALCULATION OF SUPERANNUATION

The rates as calculated in clause 24.3 above of this Agreement have been calculated using the agreed industry formula as follows:

Employer Contribution

12% of the sum of:

CW3 – Carpenters (100% Trade) rate;
Leading hand Site Allowance p/h (\$35m project);
Fares and travel five-day week; and
Leading hand rate (2-5) p/h.

Co-contribution

3% of the sum of:

CW3 – Carpenters (100% Trade) rate;
Leading hand Site Allowance p/h (\$35m project);
Fares and travel 5-day week; and
Leading hand rate (2-5) p/h.

APPENDIX 6 - RDO NOTIFICATION FORM

Notification pursuant to clause 29.5 (c) to Work on Scheduled RDO

Date: _____

Employer	
Date of Scheduled RDO	
Project Name	
Project Address	
Work to be undertaken	
Approximate number of employees required:	
Union delegate/employee representative (if applicable)	

Manager Contact Details

Name: _____

Phone: _____

Fax: _____

Tick the appropriate Box

- Affected Employee/s consulted by Employer
- Affected Employee/s not wishing to work in accordance with the clause have been given an opportunity to reasonably refuse
- Affected Employee/s informed that if they have a concern about working the scheduled RDO they can raise the matter with their union delegate/employee representative.

Reason/s for work on scheduled RDO (as per clause 29 of the Agreement)

- High risk activity (specify below)
- Maintenance, repair, commissioning
- Restrictions, laws, regulations, etc.
- Inclement weather
- Other

Explanation of ground/s listed above:

APPENDIX 7 – AUDIT FORM

EMPLOYER NAME: _____

ABN NUMBER: _____

ADDRESS: _____

PRINCIPAL NAME: _____

PRINCIPAL TITLE: _____

WORKCOVER POLICY NUMBER: _____

Number of personnel: _____

Overtime 1½x _____

Overtime 2x _____

Base Hourly Rate _____

Fares & Travel _____

Superannuation: Yes No

Redundancy Trust Fund: Yes No

Training Fund: Yes No

Income Insurance: Yes No

STQ: Yes No *Payable only for employees engaged under*

RDO Accrual: Yes No

Annual Leave: Yes No

Sick Leave: Yes No

PSLS: Yes No

Group Tax: Yes 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

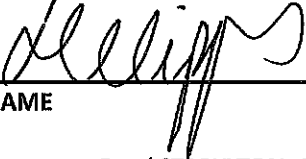
AUTHORISATION STATEMENT: I have examined the time and wages records and hereby certify that they are in accordance with the appropriate industrial instrument.

.....CERTIFIED PRACTISING ACCOUNTANT

APPENDIX 8 - ENDORSEMENT OF THE AGREEMENT

Signed for and on behalf of De Martin & Gasparini Queensland Pty Ltd ABN 67 133 069 280

I, Jackson Whipps, QLD Manager of De Martin & Gasparini Queensland Pty Ltd am authorised to sign the Agreement on behalf of De Martin & Gasparini Queensland Pty Ltd.



SIGN NAME

144 Rossmanns Road STAPYLTON, QLD 4207

ADDRESS

11/7/2024

DATE

IN THE PRESENCE OF



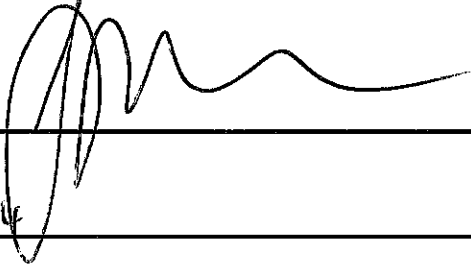
WITNESS SIGNATURE

Emma Eaves.

WITNESS NAME

Signed for and on behalf of the **Construction, Forestry, Maritime, Mining and Energy Union**

I, ~~Michael Ravbar~~/Jade Ingham, Divisional Branch ~~Secretary~~/ Assistant Secretary of The Construction, Forestry, Maritime, Mining and Energy Union, Construction and General Division, Queensland Northern Territory Divisional Branch am authorised to sign the Agreement on behalf of The Construction, Forestry, Maritime, Mining and Energy Union:



SIGN NAME

11.07.24

DATE

16 Campbell Street, Bowen Hills, Qld, 4006

ADDRESS

IN THE PRESENCE OF



WITNESS SIGNATURE

Emma Eaves


PRINT NAME

Signed for and on behalf of the **CEPU Electrical Division**

I, Peter Ong, Divisional Branch Secretary of Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union, Electrical, Energy and Services Division, Qld & NT Branch ("the ETU") am authorised to sign the Agreement on behalf of the ETU

SIGN NAME

11.7.24



DATE

41 Peel St, South Brisbane QLD 4101

ADDRESS

IN THE PRESENCE OF



WITNESS SIGNATURE

Paul Dunbar

PRINT NAME

Signed for and on behalf of the **CEPU Plumbing Division**

I, Gary O'Halloran, Divisional Branch Secretary of CEPU Plumbing Division, Queensland & Northern Territory Divisional Branch am authorised to sign the Agreement on behalf of the CEPU Plumbing Division

SIGN NAME

9/7/24



DATE

Level 2, 11 Lang Parade, Milton QLD 4064

ADDRESS

IN THE PRESENCE OF



WITNESS SIGNATURE

Paul Dunbar

PRINT NAME

Signed for and on behalf of the **AMWU**

I, Rohan Webb, Secretary of AMWU, Queensland & Northern Territory Divisional Branch am authorised to sign the Agreement on behalf of the AMWU

Rohan Webb

SIGN NAME

9 July 2024

DATE

366 Roma St, Brisbane City QLD 4000

ADDRESS

IN THE PRESENCE OF

M. McAllister

WITNESS SIGNATURE

M. McALLISTER

PRINT NAME