**Commission of Inquiry into the CFMEU and**

**Misconduct in the Construction Industry**

**WITNESS STATEMENT OF RYAN ROSENLUND**

I, **RYAN ROSENLUND**, of 45 Wentworth Place, Banyo, Queensland, director, affirm as follows:

## Background

1. I make this Statement in response to a notice issued by Stuart John Wood AM KC, the Commissioner appointed pursuant to the *Commissions of Inquiry Order (No. 2) 2025*.

2. Attached to this Statement is a Bundle of documents (**Bundle**). I refer to relevant documents by reference to the page number of that Bundle.

3. I am a director of Rosenlund Contractors Pty Ltd and RCNT Holdings Pty Ltd. I have been a director of Rosenlund Contractors Pty Ltd since 30 June 2025 and a director of RCNT Holdings Pty Ltd since 30 March 2020.

4. A company extract for Rosenlund Contractors Pty Ltd and RCNT Holdings Pty Ltd is at **Annexure RR-1, pages 2 to 18** of the Bundle.

5. Rosenlund Contractors Pty Ltd (**Rosenlund Contractors**) and RCNT Holdings Pty Ltd (**RCNT**) are both part of the "Rosenlund Group" of companies. The Rosenlund Group is a family owned and operated business that specialises in large, complex demolition projects for tier one clients.

6. Rosenlund Contractors currently has about 13 full time employees. This includes:

   (a) The leadership team, consisting of me, my brother Darcy Rosenlund (**Darcy**) and Tim Fraser (**Mr Fraser**).

   (b) 4 project managers who are responsible for managing our various projects.

   (c) A workshop foreman, who is responsible for managing and supervising operations in our plant and equipment workshop.

   (d) Four office employees, who are responsible for administration, payroll and general office duties.

   (e) A safety manager, who is responsible for overseeing and implementing safety protocols at all of our worksites.

7. In addition to those employees, RCNT currently employs 15 workers. During the Toombul Shopping Centre project, RCNT employed about 35 workers. RCNT operates as a labour hire company that supplies workers to Rosenlund Contractors and also tenders on works in its own right. Those 15 employees are a combination of CW1 labourers, CW3 excavator and plant operators and CW5 heavy excavator and equipment operators.

8. The 15 workers employed by RCNT are each employed pursuant to a CFMEU EBA. Prior to the Toombul Shopping Centre project, RCNT only tendered for non-EBA jobs. During that period, if RCNT was is successful in those tenders, then the employees were each paid in accordance with their individual employment contracts.

9. Up until about February 2026, Rosenlund Contractors only tendered for EBA work. If Rosenlund Contractors was successful in winning the tender, then Rosenlund Contractors would subcontract RCNT to provide workers. When this occurred, RCNT would pay its workers the rates in the Rosenlund Contractors enterprise agreement.

10. Rosenlund Contractors' previous enterprise agreement with the CFMEU contained a "jump up" clause that required Rosenlund Contractors to pay all subcontractors the same rates as its own employees. Rosenlund Contractors complied with that clause at all times the EBA was in place.

11. I was appointed as a director of Rosenlund Contractors in June 2025 when my father, Neile Rosenlund (**Neile**), resigned as managing director as part of his gradual transition into retirement.

12. I am responsible for managing client and stakeholder relations, employment and human resources, payroll, dealing with insurers and solicitors for special incidents, assisting with estimating when submitting tenders for jobs and property development.

13. Although I am based in our head office in Banyo, Queensland, I regularly attend the work sites for each of our projects.

**Our capabilities and specialist equipment**

14. Rosenlund Contractors owns specialist demolition plant and equipment that provides it with the capability to demolish large scale buildings and high rises. This specialist equipment has helped Rosenlund Contractors to establish itself as a tier 1 demolition contractor in Queensland.

15. For example, in 2015, Rosenlund Contractors imported a Hitachi EX1200 ultra high reach demolition excavator (the **Hitachi UHR Excavator**). It is about 6.5 meters wide, features a 62-meter height reach and weighs about 220 tonnes when fully assembled. A person standing next to it wouldn't reach the top of the under carriage.

16. At the time of importing the Hitachi UHR Excavator, it was the biggest excavator in the southern hemisphere. Up until last year, it was the only Hitachi UHR Excavator in Australia.

17. Photographs of the Hitachi UHR Excavator are at **Annexure RR-2, page 19** of the Bundle.

18. The Hitachi UHR Excavator is so large that it cannot be moved without a point-to-point single permit. When transporting it to jobs, we obtain a permit for road closures and are escorted to site by Queensland Police.

19. Rosenlund Contractors purchased the Hitachi UHR Excavator for approximately $2,000,000. It cost about a further $300,000 to land the Hitachi UHR Excavator in Australia, due to quarantine, shipping and duty costs. We were required to fly workers to Europe to wash the Hitachi UHR Excavator for quarantine purposes. It was then dismantled and shipped to Australia. Once it arrived, it was washed again and then spent 3 weeks in the quarantine wash bay before it was released from quarantine.

20. Having the Hitachi UHR Excavator in our fleet of equipment places Rosenlund Contractors as a market leader in large scale demolition jobs. The Hitachi UHR Excavator allows Rosenlund Contractors to complete large jobs more quickly, efficiently and safer than using smaller machinery.

21. For example, Rosenlund Contractors used the Hitachi UHR Excavator to demolish the Gold Coast Hospital in 2015. The Gold Coast Hospital was about 65 meters at its highest. We imported the Hitachi UHR Excavator for this job.

22. A photo of the Hitachi UHR Excavator being used at the Gold Coast Hospital demolition is at **Annexure RR-2, page 19** of the Bundle.

23. The other excavators around the Hitachi UHR Excavator in the photo range between 5 and 40 tonnes. As can be seen in the photo, the Hitachi UHR Excavator dwarves those excavators.

24. The Hitachi UHR Excavator was able to demolish the highest points of the Gold Coast Hospital using a pulveriser that is equivalent to a 20-tonne excavator.

25. If we did not have the Hitachi UHR Excavator, the time and cost for using smaller excavators would have been higher. Using the top-down deconstruction method, we would have needed 4 excavators on the floors to go as fast as the Hitachi UHR Excavator.

26. That would have required us to scaffold the entire perimeter of the building, then crane smaller machines on to the roof of the building and throw the waste down a chute.

27. Rosenlund Contractors also used the Hitachi UHR Excavator as part of its fleet to demolish the Toombul Shopping Centre in Nundah, Queensland (**Toombul**). As Toombul was not a high-rise tower, the Hitachi UHR Excavator was used in a different configuration, to remove large steel beams and demolition various parts of the shopping centre very efficiently due to the size and power of its attachments.

**The Toombul Project**

28. In February 2022, Toombul was damaged significantly by the south-east Queensland floods. Due to the extent of the water damage, Mirvac Limited (**Mirvac**), the owners of the site, obtained a permit to demolish the shopping centre.

29. The demolition was a sensitive topic with the local community, as they did not want the shopping centre to be demolished. This attracted a substantial amount of media attention throughout the project.

30. A copy of news articles from the time, highlighting the sensitivity of the demolition of the Toombul Shopping Centre, is at **Annexure RR-3, pages 20 to 32** of the Bundle.

31. Our involvement began in around August 2022, when Mirvac invited Rosenlund Contractors to submit a tender for the demolition works required on the Toombul site (**Toombul Project**).

32. In September 2022, Rosenlund Contractors submitted its tender for the Toombul Project.

33. In January 2023, Mirvac then invited Rosenlund Contractors to submit a Budget Advice, which was effectively an invitation to submit a revised tender.

34. In February 2023, Rosenlund Contractors' submitted its revised tender for the Toombul Project.

35. Following this, Rosenlund Contractors submitted further multiple revisions of our costings for the job, which occurred after Mirvac varied the scope of the works to be completed as part of the Toombul Project.

36. Eventually, in December 2023, a representative of Mirvac informed Mr Fraser by telephone that our tender was successful and that we had been selected to perform the demolition works comprising the Toombul Project.

37. On 8 January 2024, Mirvac provided Rosenlund Contractors with a draft contract for the Toombul Project.

38. On 24 January 2024, Rosenlund Contractors finally executed a contract with Mirvac for the carrying out of the demolition works comprising the Toombul Project.

39. Shortly thereafter, in early February 2024, Rosenlund Contractors commenced working on the Toombul Project site.

40. This began with enabling works, which involved familiarising ourselves with the site, reviewing the plans for the building provided by Mirvac, and auditing the site plans. It turned out that the plans were out of date, which led to the identification of various inconsistencies between the plans and the actual building.

41. During this phase, we also disconnected services to the site, including electricity, telecommunications, water and gas, performed an asbestos audit, identified items to be removed from site, and identified and clearly marked other hazardous substances on site so that they could be avoided until their proper removal was secured.

42. A full cohort of workers were not on site during this early stage, and the job was quiet in relation to our dealings with the CFMEU.

43. It wasn't until mid-March 2024 that demolition works commenced in earnest on the Toombul Project site. It was only at this point that things really kicked off with the CFMEU.

44. By mid-March, we had ramped up to about 35 full time workers on site. Those workers generally fell into three categories:

    (a) CW1 Labourers, responsible for manual labour on site. About 5 of the 35 workers on site were CW1 labourers.

    (b) CW3\CW4 bobcat and mini excavator operators. About 10 of the workers on site were CW3\CW4 workers.

    (c) CW5 large excavator and heavy machinery operators. About 15 workers on site were CW5 workers.

45. The balance of the workers on the Toombul site were our site supervisor, Neil Muller (**Mr Muller**), our safety manager, Darcy, and Mr Fraser.

46. Of the 35 workers on site, about 30 of the workers were employed by RCNT, which then subcontracted the workers to Rosenlund Contractors. In accordance with our usual practice, Rosenlund Contractors then paid all workers on site the rates in the 2019-2022 Enterprise Agreement between Rosenlund Contractors and the CFMEU (**2019-2022 EBA**).

**The CFMEU's demand to lift pay rates on the Toombul Project**

47. In around early to mid-March 2024, Darcy told me that he had received a phone call from a CFMEU official by the name of Eben Cox (**Mr Cox**). Darcy told me that Mr Cox had said he would be attending the Toombul Project site to discuss the fact that we needed a new enterprise agreement with the CFMEU.

48. By this time, the 2019-2022 EBA had expired, although pursuant to clause 3.1, it remained in force.

49. A copy of the 2019-2022 EBA is **Annexure RR-4, pages 33 to 110** of the Bundle.

50. At around this time, I spoke to some workers on the site who told me that Mr Cox was from the "Logan Boxing" scene. The solicitors assisting the Commission have provided me with a copy of a mixed martial arts profile for Mr Cox. I confirm that this is the same Mr Cox.

51. A copy of Mr Cox's profile is at **Annexure RR-5, pages 111 to 112** of the Bundle.

52. A few days after that telephone call, Mr Cox attended the site office at the Toombul Project site. I was in the site office with Darcy when Mr Cox arrived.

53. Mr Cox handed me an enterprise agreement between the CFMEU and another contractor, Reo-Tek Pty Ltd (**Reo-Tek Agreement**). Mr Cox said words to the effect of this is what you need to start paying everyone on site and you need to do this before we even begin negotiating a new EBA.

54. A copy of the Reo-Tek Agreement is at **Annexure RR-6, pages 113 to 188** of the Bundle.

55. At this stage, Rosenlund Contractors was already locked into a contract with Mirvac. There was no scope for Rosenlund Contractors to renegotiate the tender or its agreed terms with Mirvac to account for the new rates that the CFMEU wanted Rosenlund Contractors to pay all workers on the Toombul job site.

56. I was fearful of what the CFMEU could do on site if they did not get their way. I knew they had a reputation for blacklisting companies, with the consequence that the CFMEU could convince principal contractors not to award tenders to companies because you were an industrial risk to the project. Indeed, Neile has told me that there were occasions when he believed this had happened to us.

57. I also knew the CFMEU had a reputation for causing work stoppages or site shutdowns if they decided to wage a campaign against an employer, typically by contriving safety issues on a site on which the employer was performing work.

58. For these reasons, my fear was that if Rosenlund Contractors didn't pay the higher rates in the Reo-Tek Agreement handed to me by Mr Cox, that the CFMEU would cause issues for Rosenlund Contractors and Mirvac on the Toombul Project site. I felt we had no real choice.

59. Within about a week, we had implemented the new pay rates into the system for all workers on the Toombul Project site. The reality of the situation was that we felt forced into paying wages to our workers in accordance with an EBA to which we were not a party, that hadn't been negotiated or the subject of any bargaining, and that we had not agreed to.

60. The consequence for us was that the rates of pay for an EBA excavator operator increased from about $51.65 an hour to about $56.94 an hour, and there was an approximate 5% to 10% gross increase in wage costs across the board. Subcontractors were also forced to pay in accordance with this agreement increasing costs further.

61. In total, Rosenlund incurred about $293,174,68 in additional wage costs, as a result of paying the workers on the Toombul Project the rates in the Reo-Tek Agreement.

62. A wage calculation that I have prepared, setting out the additional $293,174,68 in additional wage costs is **Annexure RR-30, page 469** of the Bundle.

**The CFMEU's demand to hire a delegate on the Toombul Project**

63. Mr Cox attended the Toombul Project site office again around one week later.

64. During that visit, Mr Cox said to me words to the effect that Jade has decided that you need a union delegate on site and he'll be here on Thursday. I understood this to be a reference to Jade Ingham (**Mr Ingham**). Mr Cox then said words to the effect that if you don't hire the delegate, you will never pick up a shovel on the site ever again.

65. I took this to be a serious existential threat. Mr Cox didn't even tell me who the delegate was or anything about this delegate. Yet the nature of the threat was such that I felt I had no choice but to agree to this demand. A complete site shutdown would have been disastrous for our business on a number of levels.

66. I asked Mr Cox how long the delegate would be on site for and he said "a couple of months".

67. We didn't need another worker on site. But for the reasons I have just explained, I said "ok" to Mr Cox.

68. I had heard from industry sources that it was common practice for the CFMEU to force contractors to employ a union delegate of the CFMEU's choice.

69. For example, I had been told by workers on the Hutchinson Builders site at Herston that the CFMEU had forced Hutchinson Builders to hire a delegate that the union had chosen. The worker that informed me of this said that the delegate on the Herston site was crazy and would run around the site yelling and screaming at people, and that hospital security thought he was an escaped psychiatric patient, such was his behaviour.

70. I had also been told by a worker on the ADCO QTMP site at Ormeau on the Gold Coast that the CFMEU had installed a delegate on that site too. The site was a rail maintenance facility for the Queensland government. I had heard that the delegate was continually causing problems on site by sending workers home for contrived issues including unclean toilets, minor rain and wet weather and other contrived safety issues.

71. Based on these reports, I was fearful that we were simply another target for a delegate by the CFMEU and that there was a now a very real risk that the delegate would create problems on site.

72. After my discussion with Mr Cox, I told Neile about what had happened and that a new delegate would be starting on site. He told me that this was a bad development for the business. That Thursday, Darcy told me that a guy had turned up on the Toombul Project site and said he was the new CFMEU delegate. His name was Trent Broadhurst (**Mr Broadhurst**). I had never met him before and had no idea who he was. Darcy was in the same position as me.

73. Our business practice when seeking to employ a worker is to be provided with a CV and to interview the worker before deciding to hire them. However, the CFMEU did not provide us with a copy of Mr Broadhurst's CV before he started on site, and we were given no opportunity to interview him. Mr Broadhurst just turned up on site and the expectation was that he would be paid a salary as a Union Delegate under the EBA.

**The conduct of the delegate on the Toombul Project**

74. Within about a week of Mr Broadhurst starting on site, I googled his name and saw that he was a former professional boxer who had 26 fights, including a world title fight. I watched his world title fight on YouTube.

Contract of employment

75. Once Mr Broadhurst had started, I remember thinking to myself: "how do I at least get something in writing about the two-month employment limit and contain him to Toombul?" I decided to prepare a written employment contract to document Mr Broadhurst's employment.

76. I drafted the employment contract to contain a two-month term of employment and to confine Mr Broadhurst's employment to the Toombul Project site. I did this because I was worried that once we employed Mr Broadhurst, he and the CFMEU might argue that he was a permanent full-time employee who had access to all of Rosenlund Contractors' work sites.

77. I then emailed to Mr Broadhurst a copy of the employment contract that I had prepared and said:

> Hi Mr Broadhurst,
>
> Please find attached employment contract, I have had to reference the current 20-22 EBA that is in-force at the time of this contract, however we will pay against the newer 23-27 agreement. Also as discussed this morning we will pay your travel at $55/day in lieu of additional travel.
>
> Any issues please let me know.

78. My reference to the "newer 23-27 agreement" was a reference to the Reo-Tek Agreement

79. A copy of my email to Mr Broadhurst and the attached employment contract is **Annexure RR-7, pages 189 to 199** of the Bundle.

80. This was all a waste of time. Mr Broadhurst never responded to my email and he did not sign the employment contract. He stayed longer than 2 months as detailed below.

CFMEU flags and posters

81. Almost immediately upon coming onto site, Mr Broadhurst covered the site in CFMEU flags and posters and stickers. The site was basically plastered with CFMEU branding. The message seemed to be that upon Mr Broadhurst's arrival, the Toombul Project site had become a CFMEU site and the CFMEU now had control of the site and its workers. The staff room walls were also covered in stickers, like a shrine to the CFMEU.

82. On 21 March 2024, I received a text message from Mr Broadhurst. He said that he had gone to the CFMEU office to get flags and posters from the CFMEU office. It felt like he was letting me know that the Toombul site was now a CFMEU controlled site.

83. An SMS message that Mr Broadhurst sent me to say that he had gone to the CFMEU office to collect flags and posters is at **Annexure RR-8, page 200** of the Bundle.

Treatment of the existing delegate

84. When Mr Broadhurst started, we already had a union delegate on the Toombul Project site — Neil Muller (**Mr Muller**). Mr Muller had been working for the Rosenlund Group for around 28 years. He was a very experienced excavator operator, highly skilled in operating high reach excavators such as the Hitachi UHR Excavator. He was a decent man. The guys on site had respect for him. They had voted him up as a delegate.

85. Within about a month of commencing at the Toombul Project site, Mr Broadhurst had a verbal altercation with Mr Muller in front of all of the workers on site. Mr Broadhurst accused Mr Muller of being a shit delegate and told him that he wasn't doing a good job. Mr Broadhurst also accused Mr Muller of not making sure workers were CFMEU members and not getting them to move their superannuation to Building Unions Superannuation Scheme (Queensland) Pty Ltd (**BUSSQ**).

86. Mr Broadhurst then told Mr Muller that he was no longer the CFMEU site delegate and that Mr Broadhurst and Brad Harding (**Mr Harding**), who was another employee on site, were now the site delegates. I say more about Mr Harding in further detail later.

87. I was not present for the altercation. I arrived at site that day at around 9am. When I arrived at site, Mr Muller told me about the incident. He told me that he felt belittled and disrespected by Mr Broadhurst yelling at him in front of the workers. Mr Muller gave me back the company iPad he was using and asked me to wipe it so I could give it to Mr Harding. Mr Muller said that he was resigning as the union delegate and told me that he wanted to take leave from work.

88. I told Mr Muller to take the rest of the week off and that we wouldn't deduct his annual leave for that time off.

BUSSQ demands

89. At around this time, Mr Broadhurst and Mr Harding began pressuring me to ensure our workers moved their superannuation to BUSSQ.

90. On several occasions, Mr Broadhurst complained to me that Rosenlund Contractors had workers on site that did not have their superannuation with BUSSQ. These complaints occurred over the phone and also when I attended the Toombul Project site. Mr Broadhurst wanted me to tell the workers that they were required to change their superannuation to BUSSQ.

91. My standard response to Mr Broadhurst was that it was against the law for Rosenlund Contractors to force workers into a superannuation fund. My understanding was that, as an employer, Rosenlund Contractors could not give our employees a direction to change their superannuation fund. Even if our payroll department did pay superannuation to BUSSQ, the superannuation fund would return those funds to us if the worker did not have an account with BUSSQ. We had experienced this when previously paying employee's superannuation to a fund that the employee did not have an account with.

92. On one occasion, when Mr Broadhurst was harassing me about having workers on site that have their superannuation with a different fund, I recall saying to Mr Broadhurst words to the effect that: I can't do anything about it, if you want people to move to BUSSQ you've got to sell it to the workers, I'm not going to provide financial advice to anyone, that's not my role.

93. As an aside, this wasn't the first time that the CFMEU had pressured us to get our workers to move their superannuation to BUSSQ.

94. On 19 July 2023, Jamie Porter (**Mr Porter**), a CFMEU Organiser, sent Darcy an email asking that he provide him with the name, date of birth and superannuation details of each Rosenlund Contractors employee.

95. Mr Porter said:

> The superannuation fund for this agreement is Bussq, most members have been in meetings with our hierarchy explaining this, we will need each employee to have a Bussq account.

96. On 3 August 2023, Mr Porter sent Darcy another email about superannuation. He said:

> Hi Darcy,
>
> I'm still waiting on a list of all employees with DOB and current superannuation fund that each is with.
>
> Each of the 15 employee's will need to have a Bussq account, I will attach a link for you to share with each worker to sign up.
>
> https://www.bussq.com.au

97. On 22 August 2023, Mr Porter sent Darcy a further email about superannuation. He said:

> Morning Darcy,
>
> How are we going with the BussQ accounts. I'm waiting on those few that do not have those accounts opened. If you can get them to open an account and take a screenshot then send through it can speed things up.
>
> I will attach link for them to do online which takes 5 minutes.
>
> https://www.bussq.com.au/"

98. On 29 August 2023, Mr Porter sent Darcy yet another email about the Bussq superannuation accounts. He said:

> Hi Darcy,
>
> ...
>
> I am also still waiting on a few names for the superannuation if you send me through the jobs they are all on then I can go and see them personally. Until we get these two issues sorted we can proceed. I will attach a authorisation to deduct due from wages form for you convenience."

99. A copy of the complete email exchange is at **Annexure RR-9, pages 201 to 207 of the Bundle**.

Suggestion of labour hire

100. On 8 May 2024, Mr Broadhurst sent me an SMS message that contained the phone number for United Labour Hire (**United**). In the message, Mr Broadhurst said: "[Mr Cox] has said if you don't have labour to use these guys. Toilets and smoko sheds needs to be maintained and kept clean, fresh drinking water needs to be replaced daily as well."

101. A copy of this SMS message is at **Annexure RR-10, page 208 of the Bundle**.

102. As I explain below, we already had cleaners performing these tasks. They were doing a very good job. I saw this as a blatant attempt to force us to use United. I did not make contact with United and their potential involvement was thankfully not mentioned again.

The direction to hire a "peggy"

103. Sometime in June, Mr Cox visited the Toombul Project site. Joined by Mr Broadhurst, Mr Cox told Darcy and me that because we were on a Mirvac site, Rosenlund Contractors needed to hire a "peggy". Mr Broadhurst then said that Mirvac sites always have a peggy. This was all news to me. I was never told by anyone from Mirvac about this apparent requirement. In fact, I didn't even know what a peggy was and only learned after this conversation that it was someone who cleans the amenities on site.

104. Having Mr Broadhurst and Mr Cox confront us on site in this fashion, I once again felt like I had no choice but to go along with the Union's demands. We had no need for a peggy. We had never said we needed a peggy. To the contrary, we already had cleaners on site.

105. Mr Broadhurst and Mr Cox did not tell us who the peggy would be. We weren't provided with a CV for the peggy and weren't given an opportunity to interview this person. The week after this conversation, a woman turned up on site and told us she was the peggy. Her name was Tammy Davies (**Ms Davies**).

106. I didn't know what Mr Broadhurst or Mr Cox were expecting us to pay this woman. I rang Mr Cox and asked him. Mr Cox said we had to pay her for full time work on CW1 rates, so that's what I organised.

107. This meant we ended up paying Ms Davies about $1793 a week right up until the end the project in February 2025.

108. A copy of Tammy's pay slips is at **Annexure RR-11, pages 209 to 238 of the Bundle**.

109. To make matters worse, Rosenlund Contractors did not need a peggy because we had already engaged cleaning contractors for the Toombul Project site. These cleaners attended the site every evening after the workers had left and they were responsible for cleaning the "site office", which I describe below. These cleaners did an immaculate job. I was very happy with them. However, once Ms Davies started, we had no choice but to terminate our engagement of the existing cleaning contractors. It didn't make commercial sense to pay two sets of cleaners.

110. Once she started working for us, Ms Davies' role was to keep the site office clean. The site office was made up of portable buildings situated in the carpark of the Toombul Project site. The site office included a Rosenlund office, a CFMEU delegate office, workers' sheds and toilets.

111. An aerial photo of the site office and toilet, and drawings of the configuration of the site office, is at **Annexure RR-12, pages 239 to 240 of the Bundle**.

112. Ms Davies would only have needed about two hours a day to clean the site office. However, as dictated by Mr Cox, she was employed on a full-time basis and worked from about 7am until 3:30pm every day. This meant that she had a lot of spare time during the working day.

113. I observed that Ms Davies and Mr Broadhurst appeared to be very close and on good terms with each other. I regularly saw them talking and spending time together. I also observed that Ms Davies was on the phone a lot. Because she was mostly in and around the site office, I noticed that she would be able to hear about things that were occurring on site. I also noticed that Ms Davies seemed to ask people questions about what was happening on site.

114. Ms Davies did a worse job than the original cleaners that we had engaged. Frankly, she was not a good cleaner. I was upset that we had been forced by the CFMEU to hire Ms Davies on a full-time basis to perform a limited cleaning role, and yet her standard of performance was still poor.

<u>Absences from work and disruption to the site</u>

115. Returning to Mr Broadhurst, he was employed as a CW-4 Union Delegate. A CW-4 worker is a skilled construction worker that usually holds some form of qualification. A CW-4 worker should be performing productive work on site and making a substantial contribution.

116. However, this was not the case with Mr Broadhurst, who instead took it upon himself to assume the role of a non-working delegate. I never saw him pick up a tool on site. I never saw him make any contribution to the works being performed on site. Instead, when Mr Broadhurst was on-site, he was talking to workers, talking on his phone, sitting in the site office. There were a couple of occasions when workers told me that they had seen Mr Broadhurst napping in the site office.

117. On many other occasions, Mr Broadhurst would take leave or would not turn up or would go home. Our records show that Mr Broadhurst was absent on the following days:

(a) 9 April 2024 (half day);

(b) 22 April 2024;

(c) 23 April 2024;

(d) 15 May 2024;

(e) 16 May 2024;

(f) 17 May 2024;

(g) 20 May to 3 June 2024;

(h) 6 June 2024;

(i) 7 June 2024;

(j) 13 June 2024 (half day);

(k) 14 June 2024 (half day);

(l) 17 June 2024;

(m) 19 June 2024;

(n) 27 June 2024;

(o) 2 July 2024;

(p) 4 July 2024;

(q) 5 July 2024 (for ¾ day);

(r) 6 July 2024;

(s) 9 July 2024 (half day);

(t) 12 July 2024 (half day);

(u) 15 July 2024 (half day);

(v) 16 July 2024;

(w) 17 July 2024;

(x) 18 July 2024;

(y) 22 July 2024 (half day);

(z) 29 July 2024;

(aa) 30 July 2024;

(bb) 31 July 2024;

(cc) 6 August 2024 (for ¼ day);

(dd) 7 August 2024;

(ee) 19 August 2024;

(ff) 21 August 2024;

(gg) 22 August 2024;

(hh) 26 August 2024;

(ii) 27 August 2024 (half day);

(jj) 28 August 2024 (half day).

118. Once Mr Broadhurst started on the Toombul Project site, he shut down the site for what I would describe as trivial or unjustified reasons. He sent workers home on the following days:

(a) 18 April 2024;

(b) 24 April 2024;

(c) 11 June 2024;

(d) 21 June 2026;

(e) 5 August 2026.

119. Mr Broadhurst also stopped work by sending workers to the sheds but not sending them home.

120. The reasons used by Mr Broadhurst to justify his actions typically included weather or contrived safety reasons. It was my observation that instead of trying to discuss matters or work through issues in a collaborative matter, Mr Broadhurst's instinct was to stop work.

121. Coupled with all of the CFMEU branding that had now been set up around the site, I felt as though Mr Broadhurst was further enforcing the message that this was the CFMEU's site, that the CFMEU was in complete control, and that the CFMEU could dictate when work was to be performed. Thankfully, Mr Broadhurst had many absences, which neutralised his disruptive behaviour.

122. One issue I remember that arose on a few occasions while Mr Broadhurst was on site concerned the lack of a covered walkway between the workers' sheds and other areas of the worksite.

123. It needs to be understood that the Toombul Project site was a big job site. It was the demolition of a large shopping centre that had more than 140 stores. It was approximately 500 meters from one side of the site to the other. To demolish the site, our workers were operating heavy machinery that needed to be moved all around the site.

124. Photographs of the Toombul Shopping Centre are at **Annexure RR-13, pages 241 to 261 of the Bundle**.

125. The short point is that it was simply not possible to have a covered walkway from the workers' sheds to all parts of the work site.

126. However, the Reo-Tek Agreement contained clause 16.14, which was in the following terms:

> Where the employees are in the sheds, because they have been rained off, or because it is at starting time, morning tea, or lunch time, and it is raining, they will not be required to go to work in a dry area or to be transferred to another site unless:
>
> (a) the rain stops; or
>
> (b) a covered walkway has been provided; or
>
> (c) the sheds are under cover and the employees can get to the dry area without going through the rain; or
>
> (d) adequate protection is provided.

127. The first time Mr Broadhurst raised the issue of covered walkways was when it started raining at about 7am one workday, which was around the time our workers on site started their shifts. The workers congregated in the workers' sheds until it stopped raining.

128. When the rain stopped, I assumed the workers could simply resume work. However, Mr Broadhurst refused to let the workers return to work because he said there was no undercover walkway from the sheds to any dry area on site. He then referred to clause 16.14.

129. This seemed ridiculous to me. We weren't bound by clause 16.14. It had stopped raining. And it was completely unworkable to expect a covered walkway on our site.

130. Nonetheless, when Mr Broadhurst refused to let work resume because there was no covered walkway, out of desperation I offered to purchase some covered golf buggies (with the plastic on the side) to enable workers to drive to the excavators on site.

131. Mr Broadhurst wouldn't agree to that. He said words to the effect that the EBA required there to be a covered walkway. He then sent the workers home.

132. Similarly, there were occasions when, after it had started to rain, Mr Broadhurst would direct workers who were operating enclosed excavators to get out of the excavator and walk to the workers sheds. This required them to get wet while walking back.

133. Those workers in enclosed excavators were clean, dry and protected from the rain. They were able to stay dry whilst continuing to operate the excavator. Mr Broadhurst's direction for the workers to exit the excavator and walk to the sheds was counterintuitive, as it required the workers to walk back through the rain.

134. I asked some of these workers why they listened to Mr Broadhurst's direction to stop working and get out of the excavator. They said they had to listen to the CFMEU and didn't want to get blacklisted from future union jobs.

135. After the workers went back to the sheds, Mr Broadhurst would complain to me that we did not have an undercover walkway that allowed the workers to remain dry while returning back to the workers shed. He would then send those workers home.

The wet feet issue

136. There was another occasion where it started to rain at around 7:30am or 8am. The workers had only been working for around half an hour or an hour. As soon as the rain started, the workers went to the sheds. Mr Broadhurst then claimed that it was going to rain all day and so everyone had to go home. As soon as Mr Broadhurst said this, the workers got in their cars and left. We were powerless to stop it.

137. On another occasion, it started raining on site in the morning. After the rain had stopped, Mr Broadhurst told me that there was a safety issue on site because of some puddles on site. Mr Broadhurst said that the workers could get "foot rot" if they were required to work in the puddled areas. He said the workers needed to go home.

138. This was nonsense to me. The workers were wearing waterproof shoes, and even so, they were very unlikely to get foot rot from minor puddling on site. I said this to Mr Broadhurst, but he said he still thought it was safer to send workers home.

139. I did not want the workers to be sent home. I told him to wait while I drove to a nearby Bunnings and bought several hundred dollars' worth of gumboots in various sizes. I then returned to site and provided the gumboots to Mr Broadhurst to distribute to the workers. However, Mr Broadhurst then said the workers weren't going to wear the gumboots but that they could return to work. My trip to Bunnings ended up being a waste of time and money.

The trashing of our toilets

140. I was informed by a worker on site that he had seen Mr Broadhurst walk into the toilets on the Toombul Project site, block the toilets with toilet paper and then trash the toilets by throwing toilet paper all around the toilets. After this, Mr Broadhurst closed the site and sent all workers home because the unclean toilets were a health and safety issue.

The new area walk-throughs

141. Mr Broadhurst also insisted that work not start in a new area on the Toombul Project site until a project manager had walked him through the new area and explained the works to him. I don't know why Mr Broadhurst felt the need to do this and I could see no reason why he was requiring our project managers to walk him through the site and explain what the next phase of proposed works were.

The flat tyre incident

142. Demolition projects often result in a lot of dust and dirt accumulating on site. To minimise the impact, Rosenlund Contractors had installed a dedicated water ring main and was utilising a water truck on the Toombul Project site. The truck was used to spray water on dusty and dirt-filled areas, as a way of suppressing the dirt and dust to prevent it creating a dust or dirt storm in addition to the dust suppression systems used on some of the excavators.

143. We employed an experienced worker on site who was responsible for driving and operating the water truck. That worker was not Mr Broadhurst.

144. On one occasion, Mr Broadhurst jumped into the water truck and drove it across the site. He did not have permission to do this. Within a short period of time of operating the truck, Mr Broadhurst drove the truck over some debris, which caused a puncture in the truck's tyre. The truck was unable to be used until the tyre was replaced the following day.

The campaign against Mr Fraser

145. In around May and June 2024, there were a couple of occasions when Mr Fraser attended the Toombul Project site and he was called a "dog" by Mr Broadhurst who then threatened to shut the site down if Mr Fraser didn't leave. We needed Mr Fraser to attend the site and speak to workers and assess progress as part of his role. Mr Fraser had critical knowledge of the site programme and had been involved in the project from the start.

146. At around this time, I heard a rumour from one of our workers that Mr Ingham and Michael Ravbar had a photo of Mr Fraser on a wall in the CFMEU office that was known as the "wall of dogs".

147. On 21 June 2024, I emailed Trevor Sinclair (**Mr Sinclair**) and Mr Cox to request a meeting to discuss this issue with Mr Fraser. Mr Sinclair was another CFMEU organiser who had visited the Toombul Project site on a couple of occasions in the previous months.

148. A copy of my email is at **Annexure RR-14B, page 267 of the Bundle**.

149. In around late June 2024, Neile and I had a meeting with Mr Cox and Mr Sinclair at Rosenlund Contractor's office in Banyo. At the start of the meeting, one of them said that Mr Fraser was a "dog" and that he was not allowed on the Toombul Project site. Neile said that he thought Mr Ingham would be attending the meeting and Mr Sinclair said words to the effect that no, Jade doesn't come out to meetings, we're passing on information from him.

150. Mr Cox then told me to remove my phone from my pocket, place it on the table, and follow him outside for a chat in the car park. This was very weird and I felt like I was in an episode of The Sopranos or something, being told to leave my phone behind like that. Probably because I was in shock I did what Mr Cox said, placed my phone on the boardroom table, and followed Mr Cox and Mr Sinclair outside into the car park. Once outside, Mr Cox said words to the effect that Jade has directed us that Mr Fraser is not allowed on site and he's not allowed to talk to any CFMEU members.

151. I responded by saying that that Mr Fraser was a director and his role required him to liaise with Mirvac and given them progress updates.

152. Mr Cox then got his phone out and said he was calling his contact at Mirvac. I heard him say to the person that Mr Fraser was not allowed on the Toombul Project site.

153. After the phone call, Mr Cox said words to the effect that I can tell you're not lying when you say you didn't know that Tim was a dog, I can just tell.

154. We then walked back inside and Mr Sinclair said words to the effect that Mr Fraser won't be allowed on site and he won't be allowed to talk to any employees or union members. In response Neile said words to the effect of what option do I have? Mr Cox and Mr Sinclair then left.

155. After this meeting, Neile dealt with the issue through various back channels and eventually arranged a meeting with Mr Ingham. He managed to get the CFMEU to agree to allow Mr Fraser on site, but only with limited conditions.

The scaffolding demand

156. At around the same time this happened, Mr Broadhurst told me that he believed a section of the Toombul Project site near the bus stops required scaffolding. He said it was necessary for safety because he didn't like the way it looked.

157. A map of the site, with mark ups indicating where the scaffold was installed, is at page **Annexure RR-15, pages 268 to 269 of the Bundle**.

158. Based on my 20 years of industry experience and discussions with our project team, I did not agree at all. I was familiar with the *Scaffolding Code of Practice 2021*, which is a Queensland Workplace Health and Safety approved code of practice that must be complied with. I tried to explain to Mr Broadhurst that he was wrong but he was refusing to listen to my points and just kept insisting that we needed to bring scaffolders on board. Mr Broadhurst was so adamant about the point that I felt there would be trouble if I didn't agree. He then said to me that we needed to use either RB Scaffolding or Gryphon Scaffolding.

159. On 21 June 2024, Mr Broadhurst sent Darcy an SMS with contact details for Rhys Mirkin from RB Scaffolding. In the message Trent said:

> RB Scaffold. The other company owner hasn't got back to me at all. If you call him just say Trent said to give you a ring and he said your look after you.

160. A copy of Trent's message to Darcy dated 21 June 2024 is at **Annexure RR-16, page 270 of the Bundle**.

161. On 2 July 2024, Shaun Ellis of RB Scaffolding emailed a quote to Rosenlund Contractors to provide scaffolding at the Toombul Project site. The quoted price was $86,795.

162. A copy of Mr Ellis' email dated 2 July 2024 and attachments to his email are at **Annexure RR-17, pages 271 to 278 of the Bundle**.

163. On 8 July 2024, Sekona Mau of Gryphon Scaffolding emailed a quote to Rosenlund Contractors to provide scaffolding at Toombul. The quoted price was $23,382.

164. A copy of Mr Mau's' email dated 8 July 2024 and the attached quote to his email are at **Annexure RR-18, pages 279 to 283 of the Bundle**.

165. I still did not believe any scaffolding was necessary. Due to the significant price difference, I engaged Gryphon Scaffolding to provide the scaffolding services.

The union fees issue and the incident involving our payroll officer

166. I was told by some of the workers on site that in addition to Mr Broadhurst telling them to move their superannuation account to BUSSQ, he was also making sure all workers were signed up as members of the CFMEU and had paid their dues. He was assisted in this regard by one of our other employees, Brad Harding (**Mr Harding**), who was a young guy that we had employed in February 2024 as a CW1 skilled labourer.

167. On 30 July 2024, Mr Harding sent me an email that attached a CFMEU deduction form. The form listed 24 workers who had authorised $400 to be deducted from their wages. It wasn't clear whether this was meant to be a one-off deduction or not, and so I asked Mr Harding to call me back to discuss.

168. A copy of our email exchange is at **Annexure RR-19, pages 284 to 286 of the Bundle**.

169. In the discussion, Mr Harding confirmed they were one-off deductions. Later on 30 July 2024, Mr Harding sent me a further email, attaching another CFMEU deduction form. This then led to another question from me, as it was still unclear what the arrangement was supposed to be.

170. A copy of our further email exchange is at **Annexure RR-20, pages 287 to 288 of the Bundle.**

171. Each of the deduction forms sent across on 30 July 2024 had been signed by workers on the Toombul Project site.

172. A copy of the deduction forms is located at **Annexure RR-21, pages 289 to 292 of the Bundle.**

173. The deduction forms did not specify the purpose of the deduction and had different bank accounts on each form. The forms did not state the account holder name. Instead, it simply recorded the BSB and account number for the deducted salary to be paid into.

174. Following my phone call with Brad Harding, I caused for our accounts department to process the deductions. The deductions were "front loaded", meaning that Rosenlund Contractors paid the amounts from its own funds first, and then during the next pay cycles, we withheld the deducted amounts from the workers' wages.

175. A copy of my email, and attachments, to Mr Harding on 30 July 2024, informing him that the deductions had been processed is at **Annexure RR-22, pages 293 to 297 of the Bundle**.

176. A similar issue with deduction forms led to an incident with our payroll manager.

177. In around July 2024, the Rosenlund Group hired Eryn Laine (**Ms Laine**) as its payroll manager. Her role involved processing the pay of the workers on site. It was therefore her responsibility to processing deductions from wages for union fees, as well as to pay superannuation contributions. Ms Laine was great at her job. She was very experienced with payroll, including compliance with enterprise agreements.

178. On around 30 August 2024, I was on another site where Rosenlund Contractors were working when I received a Microsoft Teams message from Michelle Meyer-Gleaves, one of our other employees in the accounts' team. In that message, Ms Meyer-Gleaves said: "Just letting you know [Mr Broadhurst] just rang [Ms Laine] and ripped her a new one, she's ok just rattled and probably needs a rant with you".

179. A copy of Michelle's Microsoft Teams message to me is at **Annexure RR-23, page 298 of the Bundle**.

180. I immediately called Ms Laine to find out what had happened. Ms Laine said to me that she had been provided with a CFMEU deduction form to process in the payroll cycle. She said that to make sure she was processing the correct amount of deductions, she had emailed the workers and asked them to confirm that they had intended for wages to be deducted as set out in the form.

181. A copy of an email that Ms Laine sent to one of the workers is at **Annexure RR-24, pages 299 to 300 of the Bundle.**

182. Ms Laine then said that Mr Broadhurst had called her about the emails and that he wasn't happy that workers were being asked questions about a deduction form that they had already signed and he wanted to know why she was emailing the workers. Ms Laine said that Mr Broadhurst appeared to be suggesting that she was accusing the CFMEU of trying to steal the workers' wages.

183. Ms Laine told me that she felt disrespected when she was just trying to do the right thing by the workers and her employer. I could tell she was very upset by the phone call from Mr Broadhurst.

184. When I returned to our head office, I had a further discussion with Ms Laine. She still appeared quite distressed. She said to me that she couldn't do this anymore and that she was resigning.

185. In response, I offered for Ms Laine to take some time off from work without needing to resign. Ms Laine agreed to this and took a few days as stress leave. She returned to work the following week.

186. As it turned out, Ms Laine was not the same when she returned to work. She was not as bright or enthusiastic as she had been before the incident with Mr Broadhurst. Ms Laine continued to work for Rosenlund Contractors for about another two months before resigning.

187. That same day, I rang Mr Broadhurst and asked him why he had called Ms Laine and why he had upset her. Mr Broadhurst said that the workers weren't happy that they had received an email from Ms Laine questioning the deduction form. I did not believe this was a satisfactory explanation from Mr Broadhurst. By this point, I was fed up with Mr Broadhurst's presence on site.

**The resignation of the delegate**

188. After speaking with Mr Broadhurst, I called Mr Sinclair. I had already asked Mr Sinclair when he had visited the Toombul Project site on a couple of occasions in the previous months when Mr Broadhurst would be leaving, mentioning that Mr Cox had said that Mr Broadhurst had only meant to be with us for a couple of months. In response, Mr Sinclair had said "soon" but did not commit to any timeframe. I also decided to call Mr Sinclair rather than Mr Cox because it was Mr Cox who had

threatened me to install Mr Broadhurst on site in the first place, and because I had already asked Mr Sinclair when Mr Broadhurst would be leaving. I told Mr Sinclair that I wanted an urgent meeting to discuss Mr Broadhurst. I said to Mr Sinclair that Mr Broadhurst was regularly not turning up for work, that he was sending workers home, that he was forcing the workers to sit in the shed and not perform work, that he was unproductive when he was on site, that he was distracting the other workers on site from doing their work, and that he had just caused our payroll officer to become distressed and I had to send her home.

189. Mr Sinclair asked if we had a record of the days that Mr Broadhurst hadn't turned up to site. I said I could provide this.

190. Shortly after the above phone call, I had another phone call with Mr Sinclair. He said to me that he had since spoken to someone on the Toombul Project site and that "she" had confirmed what I had told him about Mr Broadhurst's behaviour. We only had one female worker on site: Ms Davies. Mr Sinclair then said: "I've just given away who I spoke to, haven't I?" I said "yes", and he then confirmed that he had spoken with Ms Davies. We finished the call by organising to meet at the CFMEU's office in Bowen Hills.

191. After the phone call, I prepared a list of days that Mr Broadhurst had been absent from site and also wrote down some of the other issues we had with him (**Broadhurst Document**).

192. A copy of the Broadhurst Document is **Annexure RR-25, pages 301 to 302 of the Bundle.**

193. About one or two days later, I attended the CFMEU office and met with Mr Sinclair and another big burly guy, whose name I cannot now remember. We met in the CFMEU's top meeting room, as you walk upstairs on the right with the graffiti art on the wall.

194. During the meeting, I went through the issues we had with Mr Broadhurst. I either showed or gave Mr Sinclair the Broadhurst Document. Mr Sinclair said words to the effect that its ok, we'll deal with it, we'll get Mr Broadhurst to resign, leave it with us to handle.

195. The following day I received an email from Mr Broadhurst, telling me that he was resigning. Mr Broadhurst did not attend the Toombul job site again.

196. As I have already said, Mr Cox told me that Mr Broadhurst would only be on site for a couple of months. But we ended up with Mr Broadhurst from 20 March 2024 to 6 September 2024. After about two months, I asked Mr Cox when Mr Broadhurst would be leaving. In response, Mr Cox said words to the effect that Jade says he has to stay here. I understood that to mean that we were being directed from the very top of the CFMEU to keep Mr Broadhurst on site.

**Mr Harding**

197. I have already referred to Mr Harding. He had started working for us in February 2024 as a CW1 skilled labourer. He started out as a good hard worker. After he became the union delegate, he told me he was a member of the CFMEU's "Youth Crew". His conduct on site deteriorated as time went on, and he started to adopt some of the characteristics of Mr Broadhurst. For example, he became increasingly unproductive on site and would regularly leave the site altogether.

198. Mr Harding also told me that the Youth Crew had a WhatsApp text message group that was used to discuss what was happening on various construction sites and to share updates. He said that there was a lot of activity about the Cross River Rail project and the Centenary Bridge project in the chat group.

199. On occasions when I went to the Toombul Project site and noticed that Mr Harding was missing, I would ask around as to where he was. I would hear from some of the workers that Mr Harding was out on "union business", and on one occasion I was told he was on a picket line at Centenary Bridge.

200. On one occasion, Mr Harding came up to me on the Toombul Project site and said words to the effect that you should be paying me double time because I'm working at night at the Cross River Rail site. I said that wasn't happening because he wasn't working for us at night. Mr Harding then responded with words to the effect that other people at the Cross River Rail site are getting paid double time.

**The CFMEU's direction to have all workers covered by an EBA**

201. In around late March or early April 2024, Mr Cox visited me at our head office and said that the CFMEU wanted us to move all workers out of RCNT into Rosenlund Contractors. I told him this wasn't practical because we had different contracts for each worker, some workers were doing training and certificates, and that it would be a logistical nightmare. Mr Cox's response was that if all the workers did not move across, then RCNT would need to have its own EBA.

202. I didn't want to do this because RCNT had been incorporated for the specific purpose of allowing the Rosenlund Group to tender for non-EBA jobs.

203. However, Neile, Darcy and I decided that we had no real choice other than to agree to this demand. It seemed clear to us that if we did not follow this demand, Rosenlund Contractors would become the subject of a sustained industrial campaign by the CFMEU. At this point in time, my calculation was that unless the CFMEU was kept happy, it would become increasingly difficult to win work in Queensland.

204. We proceeded to file applications for the approval of a new enterprise agreement between RCNT and the CFMEU, as well as Rosenlund Contractors and the CFMEU.

205. The RCNT enterprise agreement was approved by the Fair Work Commission on 25 October 2024.

206. A copy of the RCNT enterprise agreement is at **Annexure RR-26, pages 303 to 383 of the Bundle**.

207. The Rosenlund Contractors enterprise agreement was approved by the Fair Work Commission on 28 November 2024.

208. A copy of the Rosenlund Contractors enterprise agreement is at **Annexure RR-27, pages 384 to 464 of the Bundle.**

209. For a period of time, the Rosenlund Group was left without the ability to tender for non-EBA work. This put us at a significant disadvantage, as we were unable to secure work in areas where the CFMUE traditionally was not present, such as the demolition of bridges.

**Continuing disputation with the CFMEU**

210. Beginning in 2025, we entered a period of disputation with the CFMEU.

211. I am told by my dad Neile and brother Darcy that there was a verbal altercation in April 2025 involving Neile and officials from the CFMEU. I was overseas at the time, but received a phone call from a neighbouring business owner to check in on the welfare of our staff because of the yelling they could hear.

212. When I returned to Australia, I emailed Mr Sinclair on 23 April 2025, to get to the bottom of the issue. He refused to identify what the issue was over email and insisted he come to the office to have a discussion. I said that I would prefer to have the conversation over email given what had happened the last time we had CFMEU officials attend our head office.

213. A copy of my email exchange with Mr Sinclair between 23 April 2025 and 7 May 2025 is **Annexure RR-14A, pages 262 to 266** of the Bundle.

214. Shortly after this, on 27 May 2025, the CFMEU issued two right of entry notices to enter Rosenlund Contractors, signed by Cody Budgeon and Mr Sinclair. The notice alleged that it related to non-compliance with an enterprise agreement, including underpayment of staff. The notice did not identify who those staff members were.

215. The right of entry was for our office at Banyo, Queensland. There are no Rosenlund Contractors employees at the Banyo office, other than me, Darcy and our admin and support staff. None of those workers are CFMEU members.

216. A copy of the right of entry notices dated 27 May 2025 is located at **Annexure RR-28, pages 465 to 466 of the Bundle.**

217. Our lawyers then sent a response to the CFMEU that claimed the notice was invalid, but offering to provide 6 months of pay records.

218. A copy of our lawyers' email is located at **Annexure RR-29, pages 467 to 468 of the Bundle.**

219. On the Friday of that same week, Mr Sinclair arrived unannounced at our head office, seeking to obtain entry. Mr Sinclair asked me if I had the records that the CFMEU had requested. I asked if he had received a copy of our lawyer's email.

220. In response, Mr Sinclair kept saying: "so you're going to deny me entry". He just kept repeating this phrase whenever I tried to speak.

221. I tried to tell him that I wasn't going to play games and asked him what he wanted and I was happy to work with him on his request. I had a friend with me in the office at the time. My friend said, "he told you that he'll give it to you, so just tell him what you want". In response, Mr Sinclair just said again: "so you're going to deny me entry". After this kept going on, Mr Sinclair left.

222. We are still having issues with the CFMEU.

223. In around June 2025, we sought the consent of the only there remaining employees of Rosenlund Contractors to transfer their employment to RCNT so that we could terminate the Rosenlund Contractors EBA.

224. We wanted to do this because having two identical EBA's causes a duplication of work for our payroll and internal systems. It would be more efficient for those employees to be employed by RCNT Holdings.

225. We transferred those workers to RCNT Holdings in July 2025 and then lodged an application with the Fair Work Commission to terminate the Rosenlund Contractor's EBA.

226. That has started a further dispute with the CFMEU who are claiming that there has been underpayments.

227. The matter is still before the Fair Work Commission, so I have not addressed these matters in this Statement.

I affirm the contents of this statement are true.

Signature of Deponent

Place BRISBANE Date 14/04/2026

Before me (signature of witness)

[redacted]

Full name of witness (please print)

☑ Justice of the Peace (JP #Qual)
☐ Notary public
☐ Lawyer
☐ Other authorised person (specify)

JUSTICE OF THE PEACE (QUALIFIED) DEPT. OF JUSTICE & ATTORNEY-GENERAL Reg.No.: 122919

# Commission of Inquiry into the CFMEU and Misconduct in the Construction Industry

Bundle of Documents to Statement of Ryan Rosenlund

# RR-1

**InfoTrack**
1800 738 524

# ASIC
# Current & Historical Organisation Extract

**ASIC Data Extracted 12/03/2026 at 10:18**

This extract contains information derived from the AustralianSecurities and Investment Commission's (ASIC) database undersection 1274A of the Corporations Act 2001.Please advise ASIC of any error or omission which you may identify.

## - 067 972 034 ROSENLUND CONTRACTORS PTY LTD -

| | | |
|---|---|---|
| **ACN (Australian Company Number):** | 067 972 034 | **Document No.** |
| **ABN:** | 65 067 972 034 | |
| **Current Name:** | ROSENLUND CONTRACTORS PTY LTD | |
| **Registered in:** | Queensland | |
| **Registration Date:** | 27/01/1995 | |
| **Review Date:** | 27/01/2027 | |
| **Company Bounded By:** | | |

## - Current Organisation Details -

| | | |
|---|---|---|
| **Name:** | ROSENLUND CONTRACTORS PTY LTD | 017437971 |
| **Name Start Date:** | 19/12/2001 | |
| **Status:** | Registered | |
| **Type:** | Australian Proprietary Company | |
| **Class:** | Limited By Shares | |
| **Sub Class:** | Proprietary Company | |

## - Former Organisation Details from 27/01/1995 to 18/12/2001 -

| | | |
|---|---|---|
| **Name:** | ROSENLUND CIVIL CONTRACTORS PTY. LTD. | 008802206 |
| **Name Start Date:** | 27/01/1995 | |
| **Status:** | Registered | |
| **Type:** | Australian Proprietary Company | |
| **Class:** | Limited By Shares | |
| **Sub Class:** | Proprietary Company | |

## - Company Addresses -

| | | |
|---|---|---|
| **- Registered Office** | | 008795503 |
| **Address:** | UNIT 2 45 WENTWORTH PLACE BANYO QLD 4014 | |
| **Start Date:** | 17/02/1995 | |
| **- Previous Registered Office** | | 008802206 |
| **Address:** | C/- AUSTRALIAN COMPANIES PTY LTD 614 STANLEY STREET WOOLLOONGABBA QLD 4102 | |

**Start Date:** 27/01/1995
**Cease Date:** 16/02/1995

**- Principal Place of Business** 010280778
**Address:** UNIT 2 45 WENTWORTH PLACE BANYO QLD 4014 (AR 1995)
**Start Date:** 30/12/1995

## - Company Officers -

**Note:**
A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.
* Check documents listed under ASIC Documents Received for recent changes.

### Director

**Name:** RYAN KAARL ROSENLUND 6EJQP2642
**Address:** [redacted]
**Birth Details:** [redacted] BRISBANE QLD
**Appointment Date:** 30/06/2025
**Cease Date:**

**Name:** TIMOTHY FRANCIS FRASER 6EJQP2642
**Address:** [redacted]
**Birth Details:** [redacted] WARWICK QLD
**Appointment Date:** 30/06/2025
**Cease Date:**

### Previous Director

**Name:** DESMOND ALBERT ROSENLUND 0END65387
**Address:** [redacted]
**Birth Details:** [redacted] BRISBANE QLD
**Appointment Date:** 27/01/1995
**Cease Date:** 30/06/2025

**Name:** NEILE KAARL ROSENLUND 5EHJ34811
**Address:** [redacted]
**Birth Details:** [redacted] BRISBANE QLD
**Appointment Date:** 27/01/1995
**Cease Date:** 30/06/2025

**Name:** MATTHEW JAMES NEIBLING 008815733
**Address:** [redacted]
**Birth Details:** [redacted] MACKAY QLD
**Appointment Date:** 27/01/1995
**Cease Date:** 27/01/1995

| | | |
|---|---|---|
| **Name:** | RODERICK JOHN NEIBLING | 008815733 |
| **Address:** | [redacted] | |
| **Birth Details:** | [redacted] MACKAY QLD | |
| **Appointment Date:** | 27/01/1995 | |
| **Cease Date:** | 27/01/1995 | |

## Secretary

| | | |
|---|---|---|
| **Name:** | RYAN KAARL ROSENLUND | 6EJQP2642 |
| **Address:** | [redacted] | |
| **Birth Details:** | [redacted] BRISBANE QLD | |
| **Appointment Date:** | 30/06/2025 | |
| **Cease Date:** | | |

## Previous Secretary

| | | |
|---|---|---|
| **Name:** | NEILE KAARL ROSENLUND | 5EHJ34811 |
| **Address:** | [redacted] | |
| **Birth Details:** | [redacted] BRISBANE QLD | |
| **Appointment Date:** | 27/01/1995 | |
| **Cease Date:** | 30/06/2025 | |

| | | |
|---|---|---|
| **Name:** | RODERICK JOHN NEIBLING | 008815734 |
| **Address:** | [redacted] | |
| **Birth Details:** | [redacted] MACKAY QLD | |
| **Appointment Date:** | 27/01/1995 | |
| **Cease Date:** | 27/01/1995 | |

## Previous Appointed Auditor

| | | |
|---|---|---|
| **Name:** | 067 133 859 NORMAN CHAN & ASSOCIATES | 019745793 |
| **Address:** | [redacted] | (FR 2003) |
| **Appointment Date:** | 18/09/2003 | |
| **Cease Date:** | 19/05/2006 | |

# - Share Structure -

## Current

| | | |
|---|---|---|
| **Class:** | ORDINARY SHARES | 2E9656878 |

| | |
|---|---|
| **Number of Shares Issued:** | 2050 |
| **Total Amount Paid / Taken to be Paid:** | $2.05 |
| **Total Amount Due and Payable:** | $0.00 |

**Ceased/Former**

| | | |
|---|---|---|
| **Class:** | E CLASS | 1E0346850 |
| **Number of Shares Issued:** | 1 | |
| **Total Amount Paid / Taken to be Paid:** | $1.00 | |
| **Total Amount Due and Payable:** | $0.00 | |

---

**Note:**
For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

---

## - Share/Interest Holding -

**Current**

---

**- Holding -**

| | | | | |
|---|---|---|---|---|
| **Class:** | ORD | **Number Held:** | 2050 | 2E9656878 |
| **Beneficially Owned:** | Yes | **Fully Paid:** | Yes | |

**- Members -**

| | |
|---|---|
| **Name:** | ROSENLUND CONTRACTORS HOLDINGS PTY LTD |
| **ACN:** | 606 419 265 |
| **Address:** | UNIT 2 45 WENTWORTH PLACE BANYO QLD 4014 |
| **Joint Holding:** | No |
| **Abn:** | 93 606 419 265 |

**Ceased/Former**

---

**- Holding -**

| | | | | |
|---|---|---|---|---|
| **Class:** | ORD | **Number Held:** | 1000 | 2E7133211 |
| **Beneficially Owned:** | Yes | **Fully Paid:** | Yes | |

**- Members -**

| | |
|---|---|
| **Name:** | DESMOND ALBERT ROSENLUND |
| **Address:** | [redacted] |
| **Joint Holding:** | No |

**- Holding -**

| | | | | |
|---|---|---|---|---|
| **Class:** | ORD | **Number Held:** | 1050 | 2E7133210 |
| **Beneficially Owned:** | Yes | **Fully Paid:** | Yes | |

**- Members -**

| | |
|---|---|
| **Name:** | NEILE KAARL ROSENLUND |
| **Address:** | [redacted] |
| **Joint Holding:** | No |

**- Holding -**

| | | | | |
|---|---|---|---|---|
| **Class:** | E | **Number Held:** | 1 | 1E0346850 |
| **Beneficially Owned:** | No | **Fully Paid:** | Yes | |

**- Members -**

| | |
|---|---|
| **Name:** | NEILE KAARL ROSENLUND & DESMOND ALBERT ROSENLUND |
| **ACN:** | |
| **Address:** | UNIT 2 45 WENTWORTH PLACE BANYO QLD 4014 |
| **Joint Holding:** | No |

## - External Administration Documents -

**There are no external administration documents held for this organisation.**

## - Charges -

**Notes:**
On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.
At that time ASIC transferred all details of current charges to the PPS Registrar.
ASIC can only provide details of satisfied charges prior to that date.
Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, www.ppsr.gov.au.
InfoTrack may cap documents for on-file searches to 250.

| | | | |
|---|---|---|---|
| **ASIC Charge Number:** | 658038 | **Status:** | Satisfied |
| **Date and time Registered:** | 13/08/1998 15:14 | **Fixed/Floating:** | Both Fixed & Floating |
| **Date Created:** | 03/07/1998 00:00 | | |
| **Chargee:** | 010 097 560 WHEEL CLEAN PTY LTD | | |

**Documents Received**

| Form Type | Description | Date Lodged | Processed | No. Pages | Document No. |
|---|---|---|---|---|---|

| | | | |
|---|---|---|---|
| **ASIC Charge Number:** | 658039 | **Status:** | Satisfied |
| **Date and time Registered:** | 13/08/1998 15:14 | **Fixed/Floating:** | Both Fixed & Floating |

**Date Created:** 03/07/1998 00:00
**Chargee:** 083 083 738 DESROSE PTY. LTD.

## Documents Received

| Form Type | Description | Date Lodged | Processed | No. Pages | Document No. |
|---|---|---|---|---|---|

**ASIC Charge Number:** 873026
**Status:** Satisfied
**Date and time Registered:** 28/06/2002 11:40
**Fixed/Floating:** Both Fixed & Floating
**Date Created:** 01/03/2002 00:00
**Chargee:** 060 715 344 PYTAR PTY LTD

## Documents Received

| Form Type | Description | Date Lodged | Processed | No. Pages | Document No. |
|---|---|---|---|---|---|

## - Document List -

**Notes:**
* Documents already listed under Registered Charges are not repeated here.
* Data from Documents with no Date Processed are not included in this Extract.
* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.
* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.
* In certain circumstances documents may be capped at 250.

| Form Type | Date Received | Date Processed | No. Pages | Effective Date | Document No. |
|---|---|---|---|---|---|
| 312<br>312<br>312A | 02/08/2000<br>NOTIFICATION OF DISCHARGE | 02/08/2000 | 1 | | 016526248 |
| 312<br>312<br>312A | 02/08/2000<br>NOTIFICATION OF DISCHARGE | 02/08/2000 | 1 | | 016526249 |
| 312<br>312<br>312A | 01/12/2003<br>NOTIFICATION OF DISCHARGE | 06/01/2004 | 1 | | 019896722 |
| 484<br>484E | 01/07/2025<br>Change to Company Details Appointment or Cessation of A Company Officeholder | 01/07/2025 | 3 | 01/07/2025 | 6EJQP2642 |
| 484<br>484A1 | 15/02/2023<br>Change to Company Details Change Officeholder Name Or Address | 15/02/2023 | 2 | 14/02/2023 | 5EHJ34811 |
| 484 | 05/06/2019 | 05/06/2019 | 2 | 17/05/2019 | 0END65387 |

| | | | | | |
|---|---|---|---|---|---|
| 484A1 | Change to Company Details Change Officeholder Name Or Address | | | | |
| 484 | 03/03/2017 | 03/03/2017 | 3 | 23/02/2017 | 2E9656878 |
| 484 | Change to Company Details | | | | |
| 484O | Changes to Share Structure | | | | |
| 484N | Changes to (Members) Share Holdings | | | | |
| 484 | 15/12/2016 | 15/12/2016 | 2 | 15/12/2016 | 2E7133211 |
| 484 | Change to Company Details | | | | |
| 484A1 | Change Officeholder Name or Address | | | | |
| 484A2 | Change Member Name or Address | | | | |
| 484 | 15/12/2016 | 15/12/2016 | 2 | 15/12/2016 | 2E7133210 |
| 484 | Change to Company Details | | | | |
| 484A1 | Change Officeholder Name or Address | | | | |
| 484A2 | Change Member Name or Address | | | | |
| 484 | 21/11/2014 | 21/11/2014 | 2 | 18/11/2014 | 2E1233237 |
| 484 | Change to Company Details | | | | |
| 484O | Changes to Share Structure | | | | |
| 484G | Notification of Share Issue | | | | |
| 484N | Changes to (Members) Share Holdings | | | | |
| 2205 | 11/11/2014 | 11/11/2014 | 7 | 05/11/2014 | 029109058 |
| 2205B | Notification of Resolution Relating to Shares Convert Shares Into Larger or Smaller Number | | | | |
| 484 | 03/11/2014 | 03/11/2014 | 2 | 03/11/2014 | 2E1164636 |
| 484 | Change to Company Details | | | | |
| 484O | Changes to Share Structure | | | | |
| 484H | Notification of Share Cancellation - Redeemable Preferences | | | | |
| 484N | Changes to (Members) Share Holdings | | | | |
| 484 | 18/01/2008 | 18/01/2008 | 2 | 11/01/2008 | 1E4001682 |
| 484 | Change to Company Details | | | | |
| 484A1 | Change Officeholder Name or Address | | | | |
| 484A2 | Change Member Name or Address | | | | |
| 484 | 07/12/2007 | 07/12/2007 | 2 | 27/11/2007 | 1E3909445 |
| 484 | Change to Company Details | | | | |
| 484A1 | Change Officeholder Name or Address | | | | |
| 484A2 | Change Member Name or Address | | | | |
| 315 | 29/11/2006 | 30/11/2006 | 3 | 29/11/2006 | 023546126 |
| 315D | Notice of Resignation or Removal of Auditor Disqualification Of Auditor | | | | |
| 484 | 07/11/2006 | 07/11/2006 | 2 | 30/10/2006 | 1E2658412 |
| 484 | Change to Company Details | | | | |
| 484A1 | Change Officeholder Name or Address | | | | |
| 484A2 | Change Member Name or Address | | | | |

| | | | | | |
|---|---|---|---|---|---|
| 388 | 17/10/2006 | 17/10/2006 | 16 | 30/06/2006 | 023229875 |
| 388H | Financial Report Financial Report - Large Proprietary Company That Is Not a Disclosing Entity | | | | |
| 350 | 25/07/2006 | 25/07/2006 | 1 | 25/07/2006 | 023017991 |
| 350 | Certification of Compliance With Stamp Duties Law By Provisional Charge<br>Alters 021 693 199 | | | | |
| 309 | 19/06/2006 | 20/06/2006 | 7 | 19/01/2006 | 021693199 |
| 309A | Notification of Details of a Charge<br>Altered by 023 017 991 | | | | |
| 309 | 19/06/2006 | 20/06/2006 | 9 | 19/01/2006 | 021693197 |
| 309A | Notification of Details of a Charge | | | | |
| 484 | 11/10/2004 | 11/10/2004 | 2 | 06/10/2004 | 1E0346850 |
| 484 | Change to Company Details | | | | |
| 484O | Changes to Share Structure | | | | |
| 484G | Notification of Share Issue | | | | |
| 484N | Changes to (Members) Share Holdings | | | | |
| 388 | 30/09/2004 | 12/10/2004 | 18 | 30/06/2004 | 020400737 |
| 388H | Financial Report Financial Report - Large Proprietary Company That Is Not a Disclosing Entity | | | | |
| 312 | 01/12/2003 | 06/01/2004 | 1 | 01/12/2003 | 019896722 |
| 312A | Notification of Discharge | | | | |
| 388 | 31/10/2003 | 24/11/2003 | 18 | 30/06/2003 | 019745793 |
| 388 | Financial Report | | | | |
| 388E | Company - Appoint Change Name/address of Auditor | | | | |
| 388H | Financial Report - Large Proprietary Company That Is Not A Disclosing Entity | | | | |
| 316 | 15/01/2003 | 15/01/2003 | 3 | 31/12/2002 | 0E8315004 |
| 316L | Annual Return Annual Return - Proprietary Company | | | | |
| 309 | 28/06/2002 | 03/07/2002 | 9 | 01/03/2002 | 018139040 |
| 309A | Notification of Details of a Charge | | | | |
| 205 | 19/12/2001 | 19/12/2001 | 1 | 17/12/2001 | 017437971 |
| 205A | Notification of Resolution Changing Company Name | | | | |
| 316 | 07/12/2001 | 07/12/2001 | 3 | 30/11/2001 | 0E6563968 |
| 316L | ANNUAL RETURN - PROPRIETARY COMPANY | | | | |
| 316 | 03/01/2001 | 03/01/2001 | 3 | 29/12/2000 | 0E5315807 |
| 316L | ANNUAL RETURN - PROPRIETARY COMPANY | | | | |
| 316 | 27/09/1999 | 27/09/1999 | 3 | 06/09/1999 | 0E3505694 |

| | | | | | |
|---|---|---|---|---|---|
| 316L | ANNUAL RETURN - PROPRIETARY COMPANY | | | | |
| 316 | 24/11/1998 | 24/11/1998 | 4 | 16/11/1998 | 0E2493913 |
| 316L | ANNUAL RETURN - PROPRIETARY COMPANY | | | | |
| 309 | 13/08/1998 | 14/08/1998 | 8 | 03/07/1998 | 014574343 |
| 309A | NOTIFICATION OF DETAILS OF A CHARGE | | | | |
| 309 | 13/08/1998 | 14/08/1998 | 8 | 03/07/1998 | 014574342 |
| 309A | NOTIFICATION OF DETAILS OF A CHARGE | | | | |
| 304 | 03/07/1998 | 03/07/1998 | 1 | 29/06/1998 | 0E2093781 |
| 304C | NOTIFICATION OF CHANGE OF NAME OR ADDRESS OF OFFICEHOLDER | | | | |
| 316 | 03/10/1997 | 03/10/1997 | 4 | 30/09/1997 | 0E1418028 |
| 316L | ANNUAL RETURN - PROPRIETARY COMPANY | | | | |
| 316 | 23/01/1997 | 28/01/1997 | 4 | 31/12/1996 | 0E0952566 |
| 316L | ANNUAL RETURN - PROPRIETARY COMPANY | | | | |
| 316 | 02/01/1996 | 12/01/1996 | 6 | 30/12/1995 | 010280778 |
| 316L | ANNUAL RETURN - PROPRIETARY COMPANY | | | | |
| 309 | 30/05/1995 | 30/05/1995 | 40 | 09/05/1995 | 005643274 |
| 309A | NOTIFICATION OF DETAILS OF A CHARGE | | | | |
| 203 | 10/02/1995 | 10/02/1995 | 1 | 03/02/1995 | 008795503 |
| 203A | NOTIFICATION OF CHANGE OF ADDRESS | | | | |
| 207 | 10/02/1995 | 10/02/1995 | 1 | 27/01/1995 | 008795504 |
| 207 | NOTIFICATION OF ALLOTMENT OF SHARES | | | | |
| 304 | 10/02/1995 | 10/02/1995 | 1 | 27/01/1995 | 008795505 |
| 304A | NOTIFICATION OF CHANGE TO OFFICEHOLDERS OF AUSTRALIAN COMPANY | | | | |
| 215 | 30/01/1995 | 02/02/1995 | 1 | 27/01/1995 | 008815734 |
| 215 | NOTIFICATION OF INITIAL APPOINTMENT OF OFFICEHOLDERS | | | | |
| 356 | 30/01/1995 | 08/02/1995 | 1 | 27/01/1995 | 008815733 |
| 356 | NOTICE OF RETIREMENT OF DIRECTOR | | | | |
| 209 | 30/01/1995 | 01/02/1995 | 1 | 27/01/1995 | 008815732 |
| 209 | NOTICE OF REDEMPTION OF REDEEMABLE PREFERENCE SHARES | | | | |
| 204 | 27/01/1995 | 27/01/1995 | 1 | 27/01/1995 | 008671694 |
| 204 | CERTIFICATE OF REGISTRATION DIVISION 1 PT 2.2 | | | | |
| 201 | 27/01/1995 | 27/01/1995 | 3 | 27/01/1995 | 008802206 |
| 201C | APPLICATION FOR REGISTRATION AS A PROPRIETARY COMPANY | | | | |
| 410 | 27/01/1995 | 27/01/1995 | 1 | 27/01/1995 | 008802207 |

410A APPLICATION FOR RESERVATION OF A NAME OF A NEW AUSTRALIAN COMPANY

## - Annual Returns -

| Year | Return Due | Extended Return Due | AGM Due | Extended AGM Due | AGM Held Date | Outstanding |
|---|---|---|---|---|---|---|
| 1995 | 31/01/1996 | | | | | No |
| 1996 | 31/01/1997 | | | | | No |
| 1997 | 31/01/1998 | | | | | No |
| 1998 | 31/01/1999 | | | | | No |
| 1999 | 31/01/2000 | | | | | No |
| 2000 | 31/01/2001 | | | | | No |
| 2001 | 31/01/2002 | | | | | No |
| 2002 | 31/01/2003 | | | | | No |

## - Financial Reports -

| Document No. | Balance Date | Report Due | AGM Due | Extended AGM Due | AGM Held | Outstanding |
|---|---|---|---|---|---|---|
| 019745793 | 30/06/2003 | 31/10/2003 | | | | No |
| 020400737 | 30/06/2004 | 31/10/2004 | | | | No |
| 023229875 | 30/06/2006 | 30/11/2006 | | | | No |

## - Company Contact Addresses -

**- Contact Address for ASIC use only**

**Address:** [redacted]

**Start Date:** 08/08/2023

*** End of Document ***

**InfoTrack**
1800 738 524

# ASIC
# Current & Historical Organisation Extract

**ASIC Data Extracted 12/03/2026 at 10:18**

This extract contains information derived from the AustralianSecurities and Investment Commission's (ASIC) database undersection 1274A of the Corporations Act 2001.Please advise ASIC of any error or omission which you may identify.

## - 154 591 509 RCNT HOLDINGS PTY LTD -

| | | |
|---|---|---|
| **ACN (Australian Company Number):** | 154 591 509 | **Document No.** |
| **ABN:** | 85 154 591 509 | |
| **Current Name:** | RCNT HOLDINGS PTY LTD | |
| **Registered in:** | Queensland | |
| **Registration Date:** | 02/12/2011 | |
| **Review Date:** | 02/12/2026 | |
| **Company Bounded By:** | | |

## - Current Organisation Details -

| | | |
|---|---|---|
| **Name:** | RCNT HOLDINGS PTY LTD | 2E3139461 |
| **Name Start Date:** | 15/02/2016 | |
| **Status:** | Registered | |
| **Type:** | Australian Proprietary Company | |
| **Class:** | Limited By Shares | |
| **Sub Class:** | Proprietary Company | |

## - Former Organisation Details from 05/03/2012 to 14/02/2016 -

| | | |
|---|---|---|
| **Name:** | ROSENLUND CONTRACTING PTY LTD | 027841644 |
| **Name Start Date:** | 05/03/2012 | |
| **Status:** | Registered | |
| **Type:** | Australian Proprietary Company | |
| **Class:** | Limited By Shares | |
| **Sub Class:** | Proprietary Company | |

## - Former Organisation Details from 02/12/2011 to 04/03/2012 -

| | | |
|---|---|---|
| **Name:** | ARLROSE PTY LTD | 5E2883887 |
| **Name Start Date:** | 02/12/2011 | |
| **Status:** | Registered | |
| **Type:** | Australian Proprietary Company | |
| **Class:** | Limited By Shares | |
| **Sub Class:** | Proprietary Company | |

## - Company Addresses -

**- Registered Office** 6EXD43935

**Address:** C/- THE GILD GROUP PTY LTD 'KENLYNN CENTRE' SUITE 19 LEVEL 4 457 UPPER EDWARD STREET BRISBANE CITY QLD 4000

**Start Date:** 13/02/2024

**- Previous Registered Office** 5E2883887

**Address:** POULSEN PARTNERS 'KENLYNN CENTRE' LEVEL 4 SUITE 19 457 UPPER EDWARD STREET BRISBANE CITY QLD 4000

**Start Date:** 02/12/2011

**Cease Date:** 12/02/2024

**- Principal Place of Business** 5E2883887

**Address:** UNIT 2 45 WENTWORTH PLACE BANYO QLD 4014

**Start Date:** 02/12/2011

## - Company Officers -

**Note:**
A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.
* Check documents listed under ASIC Documents Received for recent changes.

### Director

**Name:** TIMOTHY FRANCIS FRASER 7EAH03303

**Address:** [redacted]

**Birth Details:** [redacted] WARWICK QLD

**Appointment Date:** 12/03/2015

**Cease Date:**

**Name:** RYAN KAARL ROSENLUND 1EGD83095

**Address:** [redacted]

**Birth Details:** [redacted] BRISBANE QLD

**Appointment Date:** 30/03/2020

**Cease Date:**

### Previous Director

**Name:** DESMOND ALBERT ROSENLUND 2E7133200

**Address:** [redacted]

**Birth Details:** [redacted] BRISBANE QLD

**Appointment Date:** 02/12/2011

**Cease Date:** 30/11/2018

**Name:** NEILE KAARL ROSENLUND 2E7133199

**Address:** [redacted]

| | |
|---|---|
| **Birth Details:** | [redacted] BRISBANE QLD |
| **Appointment Date:** | 02/12/2011 |
| **Cease Date:** | 30/11/2018 |

## - Share Structure -

### Current

| | | |
|---|---|---|
| **Class:** | ORDINARY SHARES | 5EEE92143 |
| **Number of Shares Issued:** | 100 | |
| **Total Amount Paid / Taken to be Paid:** | $100.00 | |
| **Total Amount Due and Payable:** | $0.00 | |

**Note:**
For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

## - Share/Interest Holding -

### Current

**- Holding -**

| | | | | |
|---|---|---|---|---|
| **Class:** | ORD | **Number Held:** | 15 | 0EFF21138 |
| **Beneficially Owned:** | Yes | **Fully Paid:** | Yes | |

**- Members -**

| | |
|---|---|
| **Name:** | TIMOTHY FRANCIS FRASER |
| **Address:** | [redacted] |
| **Joint Holding:** | No |

**- Holding -**

| | | | | |
|---|---|---|---|---|
| **Class:** | ORD | **Number Held:** | 85 | 5EEE92143 |
| **Beneficially Owned:** | No | **Fully Paid:** | Yes | |

**- Members -**

| | |
|---|---|
| **Name:** | TIMOTHY FRANCIS FRASER |
| **Address:** | [redacted] |
| **Joint Holding:** | No |

### Ceased/Former

**- Holding -**

| | | | | |
|---|---|---|---|---|
| **Class:** | ORD | **Number Held:** | 85 | 0EFF21138 |
| **Beneficially Owned:** | No | **Fully Paid:** | Yes | |

**- Members -**

| | |
|---|---|
| **Name:** | HELEN RAE KLEINHANS |
| **Address:** | [redacted] |
| **Joint Holding:** | No |

---

**- Holding -**

| | | | | |
|---|---|---|---|---|
| **Class:** | ORD | **Number Held:** | 47 | 2E4068630 |
| **Beneficially Owned:** | No | **Fully Paid:** | Yes | |

**- Members -**

| | |
|---|---|
| **Name:** | D A ROSENLUND PTY LTD |
| **ACN:** | 613 024 703 |
| **Address:** | 'KENLYNN CENTRE' SUITE 19 LEVEL 4 457 UPPER EDWARD STREET BRISBANE CITY QLD 4000 |
| **Joint Holding:** | No |

---

**- Holding -**

| | | | | |
|---|---|---|---|---|
| **Class:** | ORD | **Number Held:** | 47 | 2E4068630 |
| **Beneficially Owned:** | No | **Fully Paid:** | Yes | |

**- Members -**

| | |
|---|---|
| **Name:** | N K ROSENLUND PTY LTD |
| **ACN:** | 612 959 565 |
| **Address:** | 'KENLYNN CENTRE' SUITE 19 LEVEL 4 457 UPPER EDWARD STREET BRISBANE CITY QLD 4000 |
| **Joint Holding:** | No |

---

**- Holding -**

| | | | | |
|---|---|---|---|---|
| **Class:** | ORD | **Number Held:** | 94 | 2E3981952 |
| **Beneficially Owned:** | No | **Fully Paid:** | Yes | |

**- Members -**

| | |
|---|---|
| **Name:** | ROSENLUND CONSTRUCTIONS PTY. LTD. |
| **ACN:** | 009 955 588 |
| **Address:** | UNIT 2 45 WENTWORTH PLACE BANYO QLD 4014 |
| **Joint Holding:** | No |
| **Abn:** | 95 009 955 588 |

---

**- Holding -**

| | | | | |
|---|---|---|---|---|
| **Class:** | ORD | **Number Held:** | 45 | 1E8013074 |
| **Beneficially Owned:** | Yes | **Fully Paid:** | Yes | |

**- Members -**

| | |
|---|---|
| **Name:** | DESMOND ALBERT ROSENLUND |
| **Address:** | [redacted] |
| **Joint Holding:** | No |

---

**- Holding -**

| | | | | |
|---|---|---|---|---|
| **Class:** | ORD | **Number Held:** | 55 | 1E8013074 |

**Beneficially Owned:** Yes **Fully Paid:** Yes

**- Members -**
**Name:** NEILE KAARL ROSENLUND
**Address:** [redacted]
**Joint Holding:** No

## - External Administration Documents -

**There are no external administration documents held for this organisation.**

## - Charges -

**There are no charges held for this organisation.**

**Notes:**
On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.
At that time ASIC transferred all details of current charges to the PPS Registrar.
ASIC can only provide details of satisfied charges prior to that date.
Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, www.ppsr.gov.au.
InfoTrack may cap documents for on-file searches to 250.

## - Document List -

**Notes:**
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* Data from Documents with no Date Processed are not included in this Extract.
* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.
* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.
* In certain circumstances documents may be capped at 250.

| Form Type | Date Received | Date Processed | No. Pages | Effective Date | Document No. |
|---|---|---|---|---|---|
| 484 | 06/02/2024 | 06/02/2024 | 2 | 06/02/2024 | 6EXD43935 |
| 484B | Change to Company Details Change of Registered Address | | | | |
| 484 | 05/08/2021 | 05/08/2021 | 2 | 23/07/2021 | 5EEE92143 |
| 484 | Change to Company Details | | | | |
| 484O | Changes to Share Structure | | | | |
| 484N | Changes to (Members) Share Holdings | | | | |
| 484 | 30/03/2020 | 30/03/2020 | 2 | 30/03/2020 | 1EGD83095 |
| 484E | Change to Company Details Appointment or Cessation of A Company Officeholder | | | | |
| 484 | 12/12/2018 | 12/12/2018 | 3 | 30/11/2018 | 0EFF21138 |
| 484 | Change to Company Details | | | | |
| 484O | Changes to Share Structure | | | | |

| | | | | | |
|---|---|---|---|---|---|
| 484N | Changes to (Members) Share Holdings | | | | |
| 484 | 12/12/2018 | 12/12/2018 | 2 | 12/12/2018 | 7EAH03303 |
| 484 | Change to Company Details | | | | |
| 484A1 | Change Officeholder Name or Address | | | | |
| 484A2 | Change Member Name or Address | | | | |
| 484 | 12/12/2018 | 12/12/2018 | 2 | 30/11/2018 | 0EFF20792 |
| 484E | Change to Company Details Appointment or Cessation of A Company Officeholder | | | | |
| 484 | 15/12/2016 | 15/12/2016 | 2 | 15/12/2016 | 2E7133200 |
| 484A1 | Change to Company Details Change Officeholder Name Or Address | | | | |
| 484 | 15/12/2016 | 15/12/2016 | 2 | 15/12/2016 | 2E7133199 |
| 484A1 | Change to Company Details Change Officeholder Name Or Address | | | | |
| 484 | 27/06/2016 | 27/06/2016 | 3 | 27/06/2016 | 2E4068630 |
| 484 | Change to Company Details | | | | |
| 484O | Changes to Share Structure | | | | |
| 484N | Changes to (Members) Share Holdings | | | | |
| 484 | 14/06/2016 | 14/06/2016 | 2 | 13/06/2016 | 2E3981952 |
| 484 | Change to Company Details | | | | |
| 484O | Changes to Share Structure | | | | |
| 484N | Changes to (Members) Share Holdings | | | | |
| 205 | 15/02/2016 | 15/02/2016 | 2 | 15/02/2016 | 2E3139461 |
| 205A | Notification of Resolution Changing Company Name | | | | |
| 484 | 09/04/2015 | 09/04/2015 | 3 | 12/03/2015 | 2E1697782 |
| 484 | Change to Company Details | | | | |
| 484O | Changes to Share Structure | | | | |
| 484N | Changes to (Members) Share Holdings | | | | |
| 484 | 25/03/2015 | 25/03/2015 | 2 | 12/03/2015 | 2E1644710 |
| 484E | Change to Company Details Appointment or Cessation of A Company Officeholder | | | | |
| 205 | 05/03/2012 | 05/03/2012 | 3 | 29/02/2012 | 027841644 |
| 205A | Notification of Resolution Changing Company Name | | | | |
| 484 | 05/01/2012 | 05/01/2012 | 3 | 13/12/2011 | 1E8013074 |
| 484 | Change to Company Details | | | | |
| 484O | Changes to Share Structure | | | | |
| 484G | Notification of Share Issue | | | | |
| 484N | Changes to (Members) Share Holdings | | | | |
| 201 | 02/12/2011 | 02/12/2011 | 3 | 02/12/2011 | 5E2883887 |
| 201C | Application For Registration as a Proprietary Company | | | | |

## - Company Contact Addresses -

**- Contact Address for ASIC use only**

**Address:** UNIT 2 445 WARRIGAL ROAD MOORABBIN VIC 3189
**Start Date:** 08/08/2023

**- Previous Contact Address for ASIC use only**

**Address:** PO BOX 643 SPRING HILL QLD 4004
**Start Date:** 05/12/2011
**Cease Date:** 08/08/2023

*** End of Document ***

# RR-2





RR-3



# Brisbane community to have its say on future plans for flood-wrecked Toombul shopping centre

By Lucy Stone By Loretta Ryan 612 ABC Brisbane Retail Industry

Fri 21 Oct 2022 at 10:58am




Toombul shopping centre in north Brisbane was closed after February 2022 floods. *(ABC News: Lucy Stone)*

Seven months after the floods that destroyed the Toombul shopping centre on Brisbane's northside, owner Mirvac says there is not yet a time frame for demolition.

The shopping centre was inundated by overland flow from neighbouring Kedron Brook in February this year, forcing Mirvac to terminate hundreds of leases and shut up the centre.

Damage from the floodwaters and consequential black mould

## Key points:

- Owner Mirvac says there is no time frame for the demolition of the Toombul shopping centre

throughout spelled the end for the original building, with Mirvac starting work to strip it out weeks later.

Recent updates to Brisbane City Council's flood maps to include the February flood damage from creek and river flows have revealed how Toombul was inundated with overland flow from the nearby creek.

- The centre was destroyed in the February floods and has been closed ever since
- But community consultation on its future will begin shortly

The centre escaped serious flooding in 2011 when the Brisbane River was the primary source of floodwaters, and only the car park was inundated.

Look back on our blog for the latest news on flooding in Victoria, New South Wales and Tasmania

## Future plans

Local Nudgee MP Leanne Linard told ABC Radio Brisbane she and federal MP Annika Wells held a meeting with Mirvac this week to get an update on the building's future.

Ms Linard said she understood any new development plans for the site would not be lodged with Brisbane City Council until at least the second half of 2023, which would be "disappointing" for residents.




Floodwaters rushed through the Toombul shopping centre in February. *(Supplied: Antica Home)*

Ms Linard, who has been outspoken about her frustration with the slow pace of recovery on the site, said she appreciated Mirvac prioritising the meeting.

She said Mirvac had indicated demolition would start sometime next year, but a Mirvac spokesperson said there was no time frame yet available.

"It will be some time to take a centre of that size down and, of course, where you put all the waste from that centre, particularly given there are some contaminants," Ms Linard said.

> **"There is mould on-site but you need to be very careful about issues like asbestos, there are very strict regulations around moving these sorts of things."**

The Mirvac spokesperson said demolition would be subject to approvals from local authorities, and the community would be kept up to date.

"In the coming days, we will start our community consultation program with an online survey," the spokesperson said.




Toombul shopping centre in north Brisbane after February 2022 floods. *(ABC News: Lucy Stone)*

Ms Linard said it was important for the community to be kept up to date and involved in the process of the beloved shopping centre's reconstruction.

"It's also a once-in-a-generation opportunity where you've got a huge site for the community to have a say about what it's going to look like after what has been a devastating process," she said.

Mirvac plans to redevelop the site with potential flagged for some residential apartments as well as retail and public space.

Neighbouring shopping centres, including Westfield Chermside, have borne the brunt of the months-long closure, with anecdotal reports of clogged car parks on weekends and residents frustrated at having to travel outside of Toombul for groceries.

Posted Fri 21 Oct 2022 at 10:58am, updated Fri 21 Oct 2022 at 11:05am

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**Plan for a Storm**

**Plan for a Flood**

# Mirvac will eye major redevelopment after leases cancelled at flooded Toombul Shopping Centre, observers say

By Alicia Nally By Steve Austin 612 ABC Brisbane Retail Industry

Thu 19 May 2022 at 11:25am




There is speculation that the site could be transformed into a retail, residential and transport hub. *(ABC Radio Brisbane: Lucy Stone)*

A redevelopment of the flood-ravaged Toombul Shopping Centre site will capitalise on its proximity to the Brisbane CBD, airport and transport links, business and marketing leaders say.

Owner Mirvac announced on yesterday that it would be terminating retail leases at the north Brisbane retail centre after flooding in late February causing extensive damage.

## Key points:

- Many retailers had found new premises before Mirvac announced lease cancellations this week

In a statement, the developer said it had "undertaken extensive assessments to understand the full impact of the flood damage at Toombul shopping centre".

"After taking into account the current and potential future impacts of flooding on the site, it is impractical and undesirable to reinstate the centre to how it was prior to the flooding damage," the statement said.

- Observers say the site is likely to become a multi-use hub that would have to be flood-proof
- A marketing consultant says change at the valuable site was "always coming"

**"We are now assessing the future of the site recognising the importance of the continued provision of retail for this local community."**




Mirvac said the shopping centre sustained extensive damage during February's floods. *(ABC Radio Brisbane: Lucy Stone)*

## Change inevitable, consultant says

CM Ink director Catherine Michael said the decision to close the 54-year-old centre was "always coming".

The marketing consultant said the value of the site and the age of the shopping centre meant Mirvac could benefit greatly from its redevelopment.

"Mirvac paid $228 million for that site in 2016, and the valuations of a lot of shopping centres spaces and those kind of sites have gone through the roof, even with COVID and people not going inside centres as much," Ms Michael said.

"It's one of those centres – it's not a Chermside, which has the car parks, has everything that opens and shuts – it was easy to get into and out of, close to a train station and buses.

> **"That's going to be the key to its next life — transport-oriented development.**

"It's well located and has those [transport] feeders into there."

But retailers requiring large geographical footprints like Bunnings would probably not be eyeing the location, Ms Michael said.

She said those businesses would have already mapped out their ideal sites.




The centre was favoured by many residents over the busier Westfield Chermside. *(ABC Radio Brisbane: Lucy Stone)*

Ms Michael said combining retail and residential could be an option.

"They will be looking at what's the best use for that location for shareholders — but that community now with property prices, it's not an outer suburb," she said.

"Nundah isn't that far from the city, it's not far from the airport, it's got good feeder links with rail and buses.

"They'll look to do something quite clever and offer something that [Westfield] Chermside isn't.

"We've become highly dependent on cars, so parking is critical."

Brisbane North Chamber of Commerce president Simon Penrose said he expected a multi-use development.

"There may still be a lot of retail, but a lot of places are going for residential as well," he said.

"I haven't heard anything about what's likely, but that's certainly what's been going on in other developments."




Whatever is planned for Toombul needs to be able to withstand future flooding, industry observers say. *(ABC Radio Brisbane: Lucy Stone)*

## Businesses to find new homes

Many businesses that were located at Toombul would have to "start all over again from scratch", Mr Penrose said.

While there were vacant shops in the adjacent suburbs of Nundah, Stafford and Lutwyche, he said many residents would be inconvenienced because the Toombul centre was "a hub of the local area".

"It was one of the only shopping centres which had a lot of banks in there," he said.

"It was very much a community shopping centre.

"A lot of [the shoppers] will be going across to Chermside — that was evidenced the last couple of weekends when it took an hour to get out of the shopping centre."

Some retailers had already moved to new locations after the centre closed.

Toombul Barber is now in Ascot, Ed's PCs in Taigum, Home & Her is in Nundah and the Function Well gym is operating in Newstead.




Retailers and shoppers were dismayed by Mirvac's announcement, but experts say change was always coming. *(Supplied: Toombul Shopping Centre)*

## New design should be flood-proof

Mr Penrose and Ms Michael also agreed that whatever was planned for the Toombul site would need to be heavily flood-proofed.

Mr Penrose said shopping centres in Gympie were now built up high, with the first two levels being car parks.

Ms Michael said using the model of old Queenslander homes, which were also built high off the ground, would be wise.

"Things could go underneath them, you could hose them out — that flipping of things that require rent, trading, customers, safety, really good sanitation [and which] need to be up high in these flood zones," she said.

> **"A lot of these centres, it's not home, it's not work — it's the third space. It's the old town square.**

"Retail provides a lot of that community — people do their walking and meet for a coffee there, it's knowing when a JP would be there, it's the newsagent, it's the daily things people would require regularly in their weeks."

On the other side of Brisbane, Bunnings regional operations manager Jason Doyle confirmed the Oxley hardware store would remain closed while "redevelopment opportunities, including flood-proof design concepts" were explored.

But he said Bunnings would reopen its flood-hit Rocklea store by mid-June.

"For now, our Oxley team will continue to work at and support their nearby stores, as they have been over the past two-and-a-half months," Mr Doyle said.

"We'll continue to keep the local community updated as our plans for reopening the Rocklea store progress, and once we have further updates for our Oxley store."

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Posted Thu 19 May 2022 at 11:25am

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[2022] FWCA 3588

# DECISION

*Fair Work Act 2009*
s.185—Enterprise agreement

**Construction, Forestry, Maritime, Mining and Energy Union**
(AG2022/4226)

## ROSENLUND CONTRACTORS PTY LTD AND CFMEU UNION COLLECTIVE AGREEMENT 2020–2022

Building, metal and civil construction industries

COMMISSIONER LEE MELBOURNE, 19 OCTOBER 2022

*Application for approval of the Rosenlund Contractors Pty Ltd and CFMEU Union Collective Agreement 2020–2022*

**[1]** An application has been made for approval of an enterprise agreement known as the *Rosenlund Contractors Pty Ltd and CFMEU Union Collective Agreement 2020–2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Construction, Forestry, Maritime, Mining and Energy Union. The Agreement is a single enterprise agreement.

**[2]** I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

**[3]** The Construction, Forestry, Maritime, Mining and Energy Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

**[4]** The Agreement is approved and, in accordance with s.54 of the Act, will operate from 26 October 2022. The nominal expiry date of the Agreement is 31 December 2022.




COMMISSIONER

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<AE517794 PR746835>

CFMEU
QLD/NT

# Rosenlund Contractors Pty Ltd

# (ABN: 65067972034)

# and

# The Construction, Forestry, Maritime, Mining and Energy Union (CFMEU)

# Rosenlund Contractors Pty Ltd

# and CFMEU

# Union Collective Agreement

# 2020 - 2022

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## 1. TITLE

1.1 This agreement is known as the Rosenlund Contractors Pty Ltd and CFMEU Union Collective Agreement 2020–2022 (the Agreement).

## 2. DEFINITIONS

The following definitions shall apply to this Agreement:

**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;

**Award** means the Building and Construction General On-site Award 2020, Mobile Crane Hiring 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 Service** includes absence due to: Annual Leave; Personal Leave; Parental Leave; illness or accident up to a maximum of 4 weeks after the expiration of sick leave; jury service; injury received during the course of employment and up to a maximum of 52 weeks for which the Employee received workers` compensation; where called up for military service for up to 3 months; long service leave;

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

**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);

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

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

**Employee** means an employee of the Employer;

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

**FWC** means the Fair Work Commission ;

**Inclement Weather** means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, fog, extreme high temperature, lightening, smoke or the like or any combination of these conditions) where it is not reasonable or it is unsafe to continue working in those conditions.

**Injury** shall have the same definition as the Workers' Compensation and Rehabilitation Act 2003 (Qld), the Workers' Compensation Act 2015 (NT), as applicable;

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

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

**QBCC** means the Queensland Building and Construction Commission

**QIRC** means Queensland Industrial Relations Commission;

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

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

**SGL** means Superannuation Guaruntee Levy;

**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;

**Total Cost of Work** means the total value of the project declared to QLeave or NT Build

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

**Union or CFMEU** means The Construction, Forestry, Maritime, Mining and Energy Union (Queensland Northern Territory Construction and General Divisional Branch);

**WHS Act** means the Work Health and Safety Act 2011 (Qld) or the Work Health and Safety (National Uniform Legislation) Act 2012 (NT), where applicable;

**WHS EPH** means Workplace 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 4.

## 3. DATE OF OPERATION

3.1 This Agreement remains in force until 31/12/2022. The Agreement will continue to apply beyond its expiration date until it is replaced by another agreement.

## 4. APPLICATION OF AGREEMENT

4.1 This Agreement applies to:

(a) Rosenlund Contractors Pty Ltd (the Employer);

(b) the CFMEU (the Union); and

(c) all Employees of the Employer engaged in construction work and for whom classifications and rates of pay are provided by this Agreement (the Employee).

Collectively known as Parties

4.2 This Agreement only applies to work done in Queensland or Northern Territory and to work temporarily done outside Queensland or Northern Territory by Employees who are based in Queensland or Northern Terr itory, except where employees are covered by a subsequent greenfields agreement made under s.182(3) of the Fair Work Act 2009 (Cth) and approved by the Fair Work Commission.

4.3 Associated Entity

(a) In accordance with Division 2 of Part 2-8 of the Fair Work Act, where an Employee transfers to an Associated Entity of the Employer and performs the same work or substantially the same work for the Associated Entity of the Employer, the Agreement will continue to cover the Employee.

(b) For clarity, this clause does not apply to a circumstance where an Employee commences employment with the associated entity more than 3 months after the Employee ceases working for the Employer.

## 5. PARTIES BOUND AND COVERED

5.1 This Agreement is legally binding upon and covers the Employer, its Employees and The Construction, Forestry, Maritime, Mining and Energy Union.

## 6. RELATIONSHIP TO AWARDS, AGREEMENTS, AND OTHER DOCUMENTS

6.1 This Agreement is intended to be interpreted in conjunction with the Building and Construction General On-Site Award 2020, Mobile Crane Hiring Award 2020, and the terms of the Workplace Impairment Policy and Procedures in APPENDIX 4, 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.

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

## 7. DISPUTES 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 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 representative 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.

## 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 a Project.

8.2 Consultative Committees may be set up for this purpose.

8.3 If the Employer is considering a decision to introduce a major workplace change that is likely to have a Significant Effect on a number of 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 Effect**" under clause 8.3 above includes termination of employment (including redundancy), major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; any changes to employment practices that result in privacy concerns for employees such as implementation of electronic inductions and/or access systems; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

8.9 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.

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

(a) discuss with the relevant Employees the introduction of the change; and

(b) if requested by the Employees, and 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; and

(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 Union.

(d) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

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

## 9. PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS

9.1 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.

9.2 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 in the WHS Act) - Site Manager or any other person nominated by the Principal Contractor;

(b) the Employers - the Site Manager or any other person nominated by the Employer(s); and

(c) The Employees - person nominated by the Employee (e.g. Union or other representative).

(collectively referred to as "Nominated Parties")

9.3 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 document that is directly relevant to resolving the issue; and

(e) advise any person whom the representative reasonably believes to be exposed to a serious risk to his or her health and safety, emanating from an immediate and imminent exposure to a hazard of that risk.

9.4 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:

(i) there is an issue to be resolved; and

(ii) the nature and scope of the issue.

9.5 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.

9.6 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.

9.7 Once the issue is resolved 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.

9.8 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 QBCC, where applicable, to arrange for an inspector to attend the workplace to assist in resolving the issue.

9.9 Direction to cease work

(a) If -

(i) an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of the Employer; and

(ii) the issue concerns work which involves an immediate threat to the health or safety of any person; and

(iii) given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 9.7 above-

(b) the Employer and/or the health and safety representative for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease.

(c) During any period for which work has ceased in accordance with such a direction, the Employer may assign any Employees whose work is affected to suitable and safe alternative work.

## 10. HEALTH AND SAFETY REPRESENTATIVES

10.1 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;

10.2 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.

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

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

## 11. HEALTH AND SAFETY REPRESENTATIVE MEETINGS

11.1 A health & 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.

## 12. HOT WEATHER GUIDELINES

12.1 Under this Agreement when air temperature reaches

(a) 35°C; or

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

This definition will be subject to review in other regions. This clause 12 must be incorporated in the Employer's OHS Procedures for all applicable projects.

12.2 Before finishing work, Employees should be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, Site manager, and HSRs. This will allow preparation for works to be modified to reduce this category of heat exposure in accordance with clause 12.3 below. 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.

12.3 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 that certain tasks are performed during the cooler part of the day, or on another day;

(b) reducing the time spent doing hot tasks (for example, by job rotation);

(c) arranging for more workers to do the job;

(d) providing extra rest breaks in a cool area;

(e) providing cool drinking water and ice (machines) near the work site.

(f) increasing air movement by fans or coolers

(g) installing shade cloth to reduce radiant heat from the sun

(h) consideration should be given to working an eight hour day.

12.4 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 12.5 below.

(b) where the temperature is 29°C and 75% humidity or more after three hours from the commencement of a shift, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 12.5 below.

12.5 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,

12.6 Extreme Hot Weather shall be measured on site by a temperature gauge and/or BOM weather station (if close proximity to 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. It is the responsibility of the PCBU implement these guidelines.

## 13. AIR QUALITY PROCEDURE

### 13.1 Definintions

**a. Acceptable Air Quality**

Air Quality Index (AQI) is categorized as very good to fair by the Queensland Department of Environment and Science.

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

**b. Bushfire smoke**

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

13.2 The Employer must verify that their work area is within a safe range for air quality as defined by the Queensland Department of Environment and Science.

### 13.3 Air Quality Procedure

a. The PCBU, Site Manager and WHS Reps must alert workers the day before extreme or excessive poor air quality conditions are expected.
b. Once the air quality index reaches above 50µG per $m^3$ and stays above 50µG x $m^3$ for three consecutive hours during a work period, there will be an orderly cessation of work and preparation for safe completion of critical tasks.
c. Once the air quality index reaches 75µG perm$^3$ there will be an immediate cessation of work with only safe completion of critical tasks allowable.
d. Inclement weather provisions of the Award shall be invoked. To be clear, all the provisions contained in clause 23 of the Award shall apply in instances of poor air quality, including 23.13.

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

## 14. INCLUSION

14.1 The Parties recognise that everyone is entitled to work in an environment that is free of discrimination, harassment and bullying. It is the Employer's responsibility to ensure it complies with relevant legislative requirements including the Anti-Discrimination Act 1991 (Qld).

**First Nations People**

14.2 The Employer recognises there is a significant population of First Nations People within Queensland. The Employer shall use best endevours to employ a minimum of 5% of its total workforce who identify as First Nations People.

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

14.4 A 'Welcome to Country' ceremony will be arranged with the Traditional Owners when the number of workers at a workplace reaches 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 First Nations Employees;

c) the development of retention and promotion for First Nations Employees.

14.5 Where the workplace is a construction site, the Employer's obligations in 14.2 and 14.3 will be deemed to have been met, if provided by the principal contractor on the site.

**Women in the Industry**

14.6 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.

14.6 At a minimum, female toilets with sanitary bins shall be provided at all workplaces where women work. In determining the location of the amenities the Employer must consider the most appropriate balance of privacy, safety and security.

14.7 The parties recognise the right of women to feel safe at work. Sexual harassment, intimidation, ostracism or any other unacceptable behviour will not be tolerated, and may result disciplinary action in accordance with this agreement.

**Mature Age Workers**

14.8 The parties recognise that a lifetime in the construction industry can take its toll on a persons body and mind. Wherever possible, the Employer shall implement measures to encourage the retention of older employees. To the extent possible, this includes (but is not limited to) the preservation of jobs such as hoist operators and peggies for workers over the age of 50.

## 15. SECURITY OF PERSONAL INFORMATION

15.1 For the purpose of this clause "personal information" has the meaning given to it in the Privacy Act 1988 (Cth).

15.2 The company undertakes not to pass on or sell Employees' personal information (either directly or indirectly, for example through contractual arrangements with clients), except to comply with an direction from a Government authority.

## 16. SITE ACCESS SYSTEMS AND INDUCTIONS

16.1 Site access issues shall be discussed between the Parties.

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

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

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

## 17. TOOL BOX MEETINGS

17.1 At least one tool box 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, Workplace 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.

## 18. CONTRACT OF EMPLOYMENT

18.1 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.

18.2 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 deskilling.

18.3 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 CBUS/BUSS(Q), BERT, BEWT, CIPQ and Qleave or NTBuild or other funds nominated herein. The Employee shall also continue to accrue all appropriate leave entitlements for the first twelve months of the Employee's absence due to the workers compensation claim.

## 19. EFFECTIVE WORK ORGANISATION

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

19.1 Where the Employer is the principal contractor, or they are required under contract to provide the following key site attendant roles on a project, the Employer will use its best endeavours to engage these employee`s directly;

(a) First aid attendants;

(b) Amenities attendants;

(c) Hoist drivers (including builders' lift drivers);

(d) Crane crews (except where supplied by a specialist company or subcontractor)

(e) Gate persons; and

(f) Primary traffic attendant roles (except where supplied by a subcontractor as an ancillary aspect of their scope of works or where there is a legal requirement).

19.2 The parties acknowledge that traditional trade based training through apprenticeships, was one of the best paths for career development in the construction industry. Where the Employer is the principal contractor, the Employer agrees to consult during the life of this agreement regarding the direct engagement of tradespeople including apprentices.

## 20. CASUAL EMPLOYMENT

20.1 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 as a casual employee they 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.

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

20.3 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 clause 30.3 below. 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 30.3 below.

20.4 A casual Employee for working ordinary time shall be paid 125% of the hourly rate prescribed in APPENDIX 1 for the Employee's classification.

20.5 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 clause 28 below and APPENDIX 1 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 clause 28 below and APPENDIX 1 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 clause 28 below and APPENDIX 1 for the Employee's classification.

20.6 For the purposes of clarity, the applicable contributions to CBUS/BUSS(Q), BERT, CIPQ and BEWT 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.

20.7 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.

20.8 **Casual Conversion**

(a) A casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in excess of 6 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.

(b) A casual Employee, who has requested in writing to be converted to permanent employment pursuant to clause (a) above whose request is refused by the Employer, is entitled to be paid 175 percent of the hourly rate prescribed in this Agreement for the Employee's classification.

(c) For the purposes of this clause, "regular and systematic" shall be defined as an average of 4 days or more over 6 weeks.

## 21. APPRENTICES/TRAINEES

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

21.2 For clarification, in addition to the rates in APPENDIX 1, Trainees are entitled to receive full Daily Travel, BERT, BEWT, CIPQ, Superannuation and any other entitlements in

accordance with this document. Such entitlements shall not be paid at rates applicable to Apprentices.

21.3 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.

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

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

21.6 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 months after the expiry of the probationary period or within a period of six months from the date of commencement of the employment, whichever first occurs.

21.7 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.

21.8 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;

(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 21.6 and clause 21.7 above.

21.9 **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 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 apprentice to every seven (7) tradespeople.

If the Employer does not currently have an apprentice as provided for in paragraph (a) above, 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.

## 22. 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 second year apprentice, for the first two years of the apprenticeship, then on parity with other apprentices for the third and fourth years

## 23. TRAINING AND RELATED MATTERS

23.1 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.

23.2 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.

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

**HSR training**

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

**Asbestos Awareness Training**

23.5 The Employer agrees that it will schedule training in the nationally accredited asbestos awareness training course 10279NAT Identification and Awareness of Asbestos Containing Materials. The training shall be completed within 3 months of the commencement of this agreement, or within 3 months of commencement of each new employee.

**Silica Dust Training**

The Employer agrees that it willschedule training in the nationally accredited silica dust management course 10830NAT Course in Crystalline Silica Exposure Prevention. The training shall be completed within 3 months of the commencement of this agreement, or within 3 months of commencement of each new employee.

23.6 The Employer agrees that it will, within 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;

(c) each of which it is required to provide to the funding entity in accordance with Clause 24(2) of the Code.

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

## 24. JOB SECURITY

24.1 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 insofar as it is reasonably practicable to do so.

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

## 25. EMPLOYMENT SECURITY

25.1 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.

25.2 The Employer is also committed to maintaining a stable and skilled workforce, 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 insofar as it is practicable to do so.

25.3 If the Employer wishes to engage subcontractors or supplementary labour to perform work which is usually performed by its own Employees 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.

25.4 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 disputes 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.

25.5 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.

## 26. TERMINATION

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

**Performance/General Misconduct**

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

26.3 Step 1- First Written Warning

(a) The Employer will have a discussion with the Employee, and the Employer will advise the Employee of the problems that the Employer believes exist in relation to the Employee's conduct. If appropriate the Employer will then issue a written warning detailing:

(i) The issues of concern; and

(ii) The standards of improvement required.

26.4 Step 2- Final Written Warning

(a) If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Employer will have a further discussion with the Employee in which it will advise the Employee of the problems the Employer believes exists in relation to the Employee's conduct. If appropriate the Employer will then issue a final written warning detailing:

(i) The issues of concern; and

(ii) The standards of improvement required; and

(iii) That it is a final written warning and that failure to meet the standards of improvement stated therein may lead to dismissal.

(b) If an Employee does not repeat the same offence which produced the need for the final warning, within 6 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for dismissal.

26.5 Step 3- Dismissal

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

26.6 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.

26.7 The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two business days of termination or the Employee shall be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday). This claim shall be regardless of whether or not the Employee remains on the job).

26.8 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 the 10 working days (excluding weekends) following termination, the Employee shall receive payment for these days.

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

## 27. REDUNDANCY

27.1 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.

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

(a) $115.00 per Employee for the life of this agreement;

27.3 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:

(a) $14.90 per Employee for the life of this agreement;

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

(a) $54 per employee for the life of this agreement;

27.5 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:

(a) $6 per employee for the life of this agreement;

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

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

(a) 1st stage – 50%;

(b) 2nd stage – 60%;

(c) 3rd stage – 75%;

(d) 4th stage – 90%.

27.8 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 or NTBuild), public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.

27.9 Where the Employee's balance in the Employee's Redundancy fund reaches $20,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund or redirected to 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.

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

## 28. WAGES

28.1 Employees must be paid wages in accordance with APPENDIX 1 from the first full pay period after the dates specified. Those rates include the following increases:

(a) 1.5% from the 1st January 2021;

(b) 3% from the 1st July 2021; and

(c) 3% from the 1st July 2022.

28.2 The wage rates detailed in APPENDIX 1 of this agreement are structured as follows:

(a) The wage rates detailed in APPENDIX 1 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 1 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 1.

28.3 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.

28.4 Inclement Weather (Emergency Works)

Clause 23.6 of the Award will also apply in the case of emergency work where the Employee's and the relevant HSRs concerned agree that the work is of an emergency nature and can start and/or proceed.

28.5 Inclement Weather

Where there is the existence of inclement weather clause 23 of the *Building and Construction General On-site Award 2020* shall apply. Additionally, the procedure`s listed at 23.13 of the *same Award* shall apply in all instances of inclement weather in the work place.

## 29. CLASSIFICATIONS

29.1 The Classification levels for Employees engaged under this agreement shall be read in accordance with the Award unless specifically amended by the terms of this Agreement. Classification levels, relativities, pay rates and other details are contained in APPENDIX 1.

29.2 **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, or the Employee's usual classification. In addition, a HSR is entitled to an all-purpose hourly allowance of:

(i) $2.39 for the life of this agreement;

(b) For clarity, an Employee is only entitled to one all-purpose hourly allowance pursuant to clauses 29.2 and 29.5 below.

29.3 **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.

29.4 **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.

29.5 **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, or the Employees usual classification. In addition, a Union Delegate entitled to an all- purpose hourly allowance of:

(i) $2.39 for the life of this agreement;

(b) For clarity, an Employee is only entitled to one all-purpose hourly allowance pursuant to clauses 29.2 above and 29.5. Notwithstanding, no Union Delegate will suffer a reduction in pay as a result of the implementation of this clause.

## 30. ALLOWANCES

30.1 In addition to the wage rates prescribed in this Agreement, Employees shall be paid additional allowances as provided for by the Award. The rates for the various allowances shall be as provided below and/or in APPENDIX 2 of this Agreement.

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

30.3 **Fares and Travel Allowance**

All Employees shall be entitled to receive the fares and travel allowance in accordance with clause 25 of the Award. The rate to be paid on projects where the Total Cost of Work is $50m or greatershall be as follows:

(a) Daily Entitlement

(i) $50.00 for the life of this agreement;

(b) Apprentices shall receive the following percentage of the amount detailed above:

(i) 1st stage – 75%;

(ii) 2nd stage – 85%;

(iii) 3rd stage – 90%;

(iv) 4th stage – 95%.

(c) The rate to be paid on projects where the Total Cost of Work is less than $50m shall be in accordance with the Award

30.4 **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.

30.5 **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 where the Total Cost of Work is $50m or greater, the Employer will pay the Employee, in addition to all other entitlements, a daily allowance as provided by APPENDIX 2.

(e) Employees rostered for distant work must be notified in writing by the Employer. To ensure fatigue is managed safely, no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work. Notwithstanding any other requirements in this clause 30.5, no employee will be required to be away from home for more than 3 weeks without returning home at the employers expense.

(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.

(g) All time spent by Employees travelling to and from distant work will be paid as if worked during the time the travel is taken.

30.6 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 2 of this Agreement.

30.7 **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 each project. At the commencement of any new project by the Employer the Employer will inform the relevant Employees of the value of the project. Where there is a dispute with the value of the project, the Qleave or NTBuild declaration of the "total cost of work" will apply.

| **Value of Project** | **Site Allowance** |
|---|---|
| >$50m-$80m | $1.70 |
| >$80m-$100m | $2.50; |
| >$100m-$200m | $3.50; |
| >$200m-$300m | $4.50; |
| >$300m-$400m | $5.00; |
| >$400m-$500m | $5.50; |
| >$500m-$600m | $6.00; |
| >$600m-$700m | $7.00; |
| >$700m | $8.00. |

(b) Site Allowance is not subject to any premium or penalty and shall compensate for all disabilities other than:

(c) Heavy Blocks;

(d) Explosive Powered Tools;

(e) Scaffolder's Licence Allowance;

(f) Unbacked Insulation;

(g) Swing Stage;

(h) Height/ Multi Storey.

For these items the applicable rate in APPENDIX 2 will apply.

NB: the Living Away from Home Allowance, travel outside radial areas, transfers during working hours and all allowances referred to in clause 30 of this Agreement are not disability allowances for the purposes of this clause.

30.8 **Height Allowance**

Where the Total Cost of Work is $50m or greater, height allowance shall be paid in accordance with the rates in Appendix 2 of this agreement.

Where the Total Cost of Work is less than $50m, height allowance shall be paid in accordance with the Award.

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

(i) Up to the Employer's contractual practical completion for the last separable portion of that project, and

(ii) Also to any additional work that is continuous and carried out by the Employees of the Employer on that project post practical completion, that falls under the Employer's original contract (for example defects work).

30.10 Engagement of more than one mobile crane

(a) Where more than one mobile 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 1/7/2020 - $4.42;

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

- From 1/7/2020 - $8.50;

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

- From 1/7/2020 - $13.07;

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

- From 1/7/2020 - $17.27;

## 31. PRODUCTIVITY SCHEMES

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

## 32. SUPERANNUATION

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

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

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

(a) $255.00 per week for the life of this agreement.

32.4 On projects where the Total Cost of Work is $50m or greater, every Employee shall co-contribute by way of salary sacrifice the following minimum weekly amount:

(a) $64.00 per week for the life of this agreement.

32.5 The contributions in clauses 32.3 and 32.4 above shall be in addition to all other entitlements prescribed by this Agreement.

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

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

32.8 On projects where the Total Cost of Work is less than $50m, superannuation shall be paid in accordance with the The Superannuation Guarantee (Administration) Act 1992 (SGAA).

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

32.10 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.

32.11 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 or NTBuild), public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.

32.12 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.

## 33. SALARY SACRIFICE ARRANGEMENTS

33.1 Employees covered by this Agreement 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.

## 34. INCOME PROTECTION AND PORTABLE UNUSED SICK LEAVE

34.1 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 2020 - $39.30.

(b) from 1 March 2021 - $40.30

(c) from 1 March 2022 - $41.30

34.2 The income protection policy provided by the Employer will provide the following amounts as weekly benefits in the event of a claim:

(a) from 1 March 2019-$1,600.00.

34.3 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 34.1 above from the date determined by CIPQ will satisfy the Employer's obligations under clause 34.1 above.

34.4 If the Employer does not contribute to CIPQ the amount required under clause 34.1 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 (ie 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.

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

## 35. HOURS OF WORK

### 35.1 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.

### 35.2 Start and finish times

(a) 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:

(i) provide not less than 48 hours' notice to affected Employees of the change to start and finish times; and

(ii) have regard to the intention of avoiding excessive overtime.

### 35.3 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.

35.4 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 a majority of employees may agree to work on a Saturday following a Monday RDO, provided there is strict adherence with the rest of this clause 35.

35.5 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.

35.6 **Overtime Penalty Rates**

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

(b) On projects where the Total Cost of Work is less than $50m, the overtime penalties that will apply are;

(i) paid for at the rate of time and a half for the first two hours and at double time thereafter.

**Shiftwork**

(c) In this clause Shiftwork means work comprising recurring periods in which different groups of workers do the same jobs in rotation;

(d) Shiftworker for the purposes of this clause 35 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.

(e) On projects where the Total Cost of Work is $50m or greater Shiftworker shall be paid at the rate of double time for all hours worked.

(f) On projects where the Total Cost of Work is less than $50m, the shiftwork penalties of the Award will apply

(g) 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:

(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 notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and

(iv) any other relevant matter.

## 36. EMPLOYEE ROSTERED DAY OFF

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

36.2 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 3. The purpose of this calendar is to ensure workers and site management manage their fatigue levels, thereby encouraging safer and more productive projects.

36.3 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.

36.4 Payment for RDOs will include an entitlement to the daily fares and travel allowance.

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

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

36.7 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.

36.8 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: 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; and

(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 6, or other chosen representative/s in writing (fax or email) prior to the RDO that work will be performed.

36.9 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 7 calendar days prior to the RDO in question.

36.10 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;

(c) any other relevant matter.

36.11 Where the procedure in clause 36.8 above has been followed and at least seven days' notice has been provided to Employees to work on the RDO, Employee's must be paid for at 200% of the rate applicable for the Employee's classification in the Agreement, with a minimum payment for 8 hours, for that RDO. Where the procedure in clause 36.8 above has not been followed or less than 7 days' notice has been provided to Employees to work on the RDO, Employee's must be paid at 250% of the rate applicable for the Employee's classification in the Agreement, with a minimum payment of 8 hours, for that RDO.

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

36.13 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.

36.14 **Easter and Christmas**

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.

## 37. LEAVE

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

(a) personal illness or injury (sick 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); or

(c) compassionate leave.

37.2 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) Twelve 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.

37.3 If required by the Employer, when an Employee is absent for more than 2 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.

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

37.5 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 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.

37.6 Employees may take unpaid leave. Such leave will be subject to the Employer's approval except for up to 5 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.

37.7 An Employee's entitlement to annual leave will be consistent with the National Employment Standards contained in the FW Act.

37.8 Annual leave shall accrue at the rate of 3 hours per week (i.e. 36 ordinary hours) of service. If the Employee is a continuous shift Employee (as defined in the Award), the Employee shall accrue annual leave at the rate of 3.75 hours per week (i.e. 36 ordinary hours) of service.

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

37.10 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%.

37.11 At the termination of employment, the Employee will be paid out all outstanding annual leave entitlements, including the 17.5% loading. As per the National Employment Standards, 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.

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

## 38. FAMILY VIOLENCE LEAVE

38.1 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;

(ii) is emotionally or psychologically abusive;

(iii) is economically abusive; or

(iv) is threatening; or

(v) is coercive; or

(vi) 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; or

(vii) 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).

38.2 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; or

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

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

(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; or

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

38.3 For the purposes of clauses 38.2(b) and 38.2(e) above, a relationship may be an intimate personal relationship whether or not it is sexual in nature.

38.4 Confidentiality

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

38.5 Leave

(a) An Employee (other than casual Employees) 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 by clause 19.1(a) of the Award applicable to their classification to attend legal proceedings, counseling, 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 and is not paid out on termination of employment.

## 39. ADDITIONAL OCCUPATIONAL HEALTH AND SAFETY MATTERS

39.1 The following clothing will be supplied to all Employees (no later than 1 month after commencement} and will be replaced on a fair wear-and-tear basis. Employees when working on site are required to wear all footwear and clothing supplied. The issue will be:

(a) 1 pair of safety boots (if the Employee buys such boots, the Employer will reimburse the Employee up to $150.00 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.

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

39.3 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. The Employer undertakes to source Australian made clothing and equipment, in so far as it is possible.

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

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

39.6 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.

## 40. WORKPLACE IMPAIRMENT POLICY

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

## 41. TIME AND WAGES RECORDS

41.1 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 RDOs, personal leave, annual leave, etc;

(m) Details of the Employer CBUS/BUSS(Q) contribution, including when the contribution was made and the amount details of the Employee CBUS or BUSS(Q) contribution, including when contribution was made and the amount;

(n) Details of the Employer BERT contribution, including when contribution was made and the amount;

(o) Details of the Employer CIPQ payment, including when contribution was made and the amount;

(p) Details of the Employees BEWT payment, including when contribution was made and the amount.

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

(a) The Employee's date of birth;

(b) date when the Employee became an Employee of the Employer, if appropriate, the date when the Employee ceased employment with the Employer;

(c) The Employee's tax file number;

(d) The Employee's CBUS/BUSS(Q) number;

(e) The Employee's BERT number;

(f) The Employee's QLeave or NTBuild number;

(g) The Employee's CIPQ number;

(h) Daily details of work including:

(i) Daily start time and finish time;

(ii) Time lunch and crib breaks taken;

(iii) Total ordinary hours worked and resulting wage;

(iv) Total time and a half hours worked and resulting wage;

(v) Total double time hours worked and resulting wage;

(i) Details of allowances paid;

(j) Details and payment for RDOs, Personal and annual leave, public holidays;

(k) Details of deductions;

(l) Details of additions;

(m) Total gross allowances paid per week and year to date;

(n) Total gross wages paid per week and year to date;

(o) Tax deducted from wages per week and year to date;

(p) Net wages per week and year to date;

(q) RDOs, sick and annual leave accrued per week and year to date;

(r) CBUS/BUSS(Q), BERT, BEWT, and CIPQ paid per week and year to date.

## 42. UNION DELEGATE/EMPLOYEE REPRESENTATIVE RIGHTS

42.1 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;

(j) the right to have reasonable time off to participate in the operation of the union.

## 43. UNION DELEGATE FACILITIES

43.1 Union Delegate Facilities

(a) 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:

(i) a telephone;

(ii) an iPad equipped with mobile Internet access;

(iii) a table and chairs;

(iv) a filing cabinet;

(v) air-conditioning/heating;

(vi) 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;

(vii) a private lockable area.

## 44. UNION TRAINING LEAVE

44.1 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.

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

44.3 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.

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

44.5 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.

44.6 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.

44.7 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.

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

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

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

## 45. INDIVIDUAL FLEXIBILITY AGREEMENTS

45.1 Where the Employer wants to enter into a variation agreement 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.

45.2 The Employer must ensure that any variation agreement is genuinely agreed to by the Employer and the Employee and that the terms of the variation agreement:

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

(b) Relates only to:

(i) Salary sacrifice agreements;

(ii) Increase in annual leave accrual each year;

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

(iv) Increase in wages;

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

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

(d) result in the Employee being better off overall than the Employee would be if no arrangement (variation agreement) was made.

45.3 The Employer must also ensure that any such variation agreement is:

(a) in writing (including details of the terms that will be varied, how the variation agreement 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 arrangement, and the day on which the arrangement 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;

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

(e) able to be terminated by either the Employer or Employee giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.

45.4 Where any of the requirements of this clause 45 are not met, the variation agreement is of no effect.

## 46. SHAM CONTRACTING

46.1 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.

46.2 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.

46.3 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.

46.4 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.

46.5 The Employer will, within 7 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).

46.6 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) CBUS/BUSS(Q), BERT, CIPQ and BEWT.

## 47. SECURITY OF PAYMENTS

47.1 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.

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

47.3 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.

47.4 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 must comply with that process; and

(d) as far as practicable, ensure that disputes about payments are resolved in a reasonable, timely and cooperative way.

47.5 The Employer will keep records demonstrating its compliance with clause 47.4 above. The Employer will, within 7 days of receiving a written request from an Employee who has a reasonable belief of a non-compliance with clause 47.4 above, provide evidence demonstrating its compliance. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

## 48. TEMPORARY FOREIGN LABOUR

48.1 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.

48.2 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.

48.3 The Employer will not engage temporary foreign labour unless:

(a) the position is first advertised in Australia; and

(b) the advertising was targeted in such a way that a significant proportion of suitably qualified and experienced Australian citizens and Australian permanent residents (within the meaning of the Migration Act 1958 (Cth) would be likely to be informed about the position; and

(c) any skills or experience requirements set out in the advertising were appropriate to the position; and

(d) the employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job;

(e) temporary foreign labour will be engaged in accordance with this Agreement.

48.4 The Employer will, within 7 days of receiving a written request from an Employee provide evidence demonstrating its compliance with this clause 48 of this Agreement. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

48.5 Where an 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.

## 49. QUALITY BUILDING MATERIALS

49.1 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.

49.2 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.

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

49.4 The Employer will, within 7 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 clause 49.3 above.

## 50. COMPLIANCE WITH THIS AGREEMENT

50.1 Complaints, queries and concerns regarding entitlements paid in relation to the Award 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.

50.2 The Employer will conduct an audit using the Audit Form provided for in APPENDIX 8 to confirm compliance with:

(a) Awards and workplace arrangements which have been certified, registered or otherwise approved under the relevant industrial legislation;

(b) Legislative requirements such as:

(i) the Fair Work Act 2009;

(ii) QLD/NT Workers Compensation;

(iii) Superannuation; and

(iv) Long Service Leave.

50.3 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.

## 51. POSTING OF AGREEMENT AND NOTICES

51.1 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.

## 52. SEVERABILITY

52.1 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 1 – RATES OF PAY

| CONSTRUCTION WORKER CLASSIFICATIONS AND RATES OF PAY | | | |
|---|---|---|---|
| **CW8 - Supervisor** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $2,071.96 | $2,134.12 | $2,198.14 |
| p/h | $57.55 | $59.28 | $61.06 |
| **CW7 - Tower Crane Operator, Tower Crane Rigger, Hoist Rigger, Supervisor (Sub-Foreperson)** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $1,988.57 | $2,048.22 | $2,109.67 |
| p/h | $55.24 | $56.89 | $58.60 |
| **CW6 – Trainer** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $1,905.76 | $1,962.94 | $2,021.83 |
| p/h | $52.93 | $54.52 | $56.16 |
| **CW5 - Special Class Trades, Special Class Dogman (as defined), Refractory Bricklayer, Carver** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $1,822.97 | $1,877.66 | $1,933.99 |
| p/h | $50.64 | $52.16 | $53.72 |
| **CW4 – Signwriter** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $1,770.21 | $1,823.32 | $1,878.02 |
| p/h | $49.18 | $50.65 | $52.17 |
| **CW4 - Marker Setter Out, Letter Cutter, WHSO, Union delegate** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $1,831.46 | $1,886.40 | $1,942.99 |
| p/h | $50.88 | $52.41 | $53.98 |
| **CW4 - Mobile Concrete Boom Pump Operator** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $1,742.73 | $1,795.02 | $1,848.87 |
| p/h | $48.41 | $49.86 | $51.35 |
| **CW3 - Carpenters/Join ers, Stone-mason, Other Qualified Tradesperson*** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $1,748.65 | $1,801.11 | $1,855.15 |
| p/h | $48.58 | $50.04 | $51.54 |
| **CW3 - Floorlayers, Plasterers, Tilers, Tuck-pointers** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $1,736.18 | $1,788.26 | $1,841.91 |
| p/h | $48.22 | $49.67 | $51.16 |

| CW3 - Bricklayers, Water-proofers | | | |
|---|---|---|---|
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $1,725.40 | $1,777.16 | $1,830.48 |
| p/h | $47.93 | $49.37 | $50.85 |
| **CW3 - Slater, Ridge or Roof Fixer, Roof Tiler** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $1,709.51 | $1,760.80 | $1,813.62 |
| p/h | $47.49 | $48.92 | $50.38 |
| **CW3 - Painters, Glaziers, Installers** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $1,687.41 | $1,738.03 | $1,790.17 |
| p/h | $46.87 | $48.28 | $49.73 |
| **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** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $1,659.60 | $1,709.38 | $1,760.67 |
| p/h | $46.10 | $47.48 | $48.91 |
| **CW2 - Scaffolder, Powder Monkey, Hoist & Winch Driver, Foundation Shaftsman, Steelfixer (including Tack Welder), Concrete Finisher, Traffic Controller, Gatemen / Security Guard, Pump Line Hand, Post Tensioning** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $1,593.26 | $1,641.05 | $1,690.28 |
| p/h | $44.25 | $45.58 | $46.95 |
| **CW1 - Skilled Labourer, Formwork Labourer, Truck Delivery Driver and Others** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $1,533.69 | $1,579.70 | $1,627.09 |
| p/h | $42.60 | $43.88 | $45.19 |

| APPRENTICE RATES OF PAY | | | |
|---|---|---|---|
| **Stage 4 of Apprenticeship (90% of CW3)** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $1,493.68 | $1,538.49 | $1,584.65 |
| p/h | $41.49 | $42.74 | $44.02 |
| **Stage 3 of Apprenticeship (75% of CW3)** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $1,244.74 | $1,282.08 | $1,320.54 |
| p/h | $34.58 | $35.62 | $36.69 |
| **Stage 2 of Apprenticeship (60% of CW3)** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $995.79 | $1,025.66 | $1,056.43 |
| p/h | $27.66 | $28.49 | $29.34 |

| Stage 1 of Apprenticeship (50% of CW3) | | | |
|---|---|---|---|
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $829.82 | $854.72 | $880.36 |
| p/h | $23.05 | $23.74 | $24.45 |

**TRAINEE WAGES**

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

| Stage 5 of Traineeship (100% of CW3) | | | |
|---|---|---|---|
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $1,659.60 | $1,709.38 | $1,760.67 |
| p/h | $46.10 | $47.48 | $48.91 |
| **Stage 4 of Traineeship (CW2 - 96% of CW3)** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $1,593.22 | $1,641.01 | $1,690.24 |
| p/h | $44.25 | $45.58 | $46.95 |
| **Stage 3 of Traineeship (CW1 - 92.4% of CW3)** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $1,533.46 | $1,579.47 | $1,626.85 |
| p/h | $42.60 | $43.88 | $45.19 |
| **Stage 2 of Traineeship (CW1(b) - 88% of CW3)** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $1,460.44 | $1,504.26 | $1,549.38 |
| p/h | $40.57 | $41.79 | $43.04 |
| **Stage 1 of Traineeship (New Entrant - 82% of CW3)** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| p/w | $1,360.87 | $1,401.70 | $1,443.75 |
| p/h | $37.80 | $38.93 | $40.10 |

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** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,611.40 | $1,659.75 | $1,709.54 |
| ph | $44.76 | $46.10 | $47.49 |

| Boom length up to and including 11 metres (including trainees) | | | |
|---|---|---|---|
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,619.33 | $1,667.91 | $1,717.95 |
| ph | $44.98 | $46.33 | $47.72 |
| **Boom length over 11 metres and up to 17 metres** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,693.07 | $1,743.86 | $1,796.18 |
| ph | $47.04 | $48.45 | $49.90 |
| **Boom length over 17 metres and up to 23 metres** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,741.28 | $1,793.52 | $1,847.33 |
| ph | $48.37 | $49.83 | $51.32 |
| **Boom length over 23 metres and up to 28 metres** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,798.00 | $1,851.94 | $1,907.50 |
| ph | $49.94 | $51.44 | $52.98 |
| **Unit equipped with underbridge unit** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,798.00 | $1,851.94 | $1,907.50 |
| ph | $49.94 | $51.44 | $52.98 |
| **MOBILE CRANES** | | | |
| **Up to 20 tonnes** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,734.91 | $1,786.96 | $1,840.57 |
| ph | $48.19 | $49.64 | $51.13 |
| **Over 20 tonnes and up to 60 tonnes** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,789.73 | $1,843.42 | $1,898.72 |
| ph | $49.71 | $51.21 | $52.74 |
| **Over 60 tonnes and up to 100 tonnes** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,843.48 | $1,898.79 | $1,955.75 |
| ph | $51.21 | $52.74 | $54.33 |
| **Over 100 tonnes and up to 200 tonnes** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,893.55 | $1,950.36 | $2,008.87 |
| ph | $52.60 | $54.18 | $55.80 |

| Over 200 tonnes and up to 300 tonnes | | | |
|---|---|---|---|
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,989.47 | $2,049.16 | $2,110.63 |
| ph | $55.26 | $56.91 | $58.62 |
| **Over 300 tonnes and up to 400 tonnes** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $2,030.03 | $2,090.93 | $2,153.66 |
| ph | $56.40 | $58.10 | $59.84 |
| **Over 400 tonnes/special purpose cranes** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $2,083.80 | $2,146.31 | $2,210.70 |
| ph | $57.90 | $59.63 | $61.42 |
| **Rigger, dogman** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,694.63 | $1,745.47 | $1,797.84 |
| ph | $47.08 | $48.49 | $49.94 |

| EARTHMOVERS CLASSIFICATIONS – RATES OF PAY | | | |
|---|---|---|---|
| **CW3** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,628.97 | $1,677.84 | $1,728.18 |
| ph | $45.25 | $46.61 | $48.00 |
| **CW4** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,681.72 | $1,732.17 | $1,784.14 |
| ph | $46.71 | $48.11 | $49.55 |
| **CW5** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,753.19 | $1,805.78 | $1,859.96 |
| ph | $48.69 | $50.15 | $51.65 |
| **CW6** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,818.99 | $1,873.56 | $1,929.77 |
| ph | $50.52 | $52.03 | $53.59 |

| PILING CLASSIFICATIONS - RATES OF PAY | | | |
|---|---|---|---|
| **CW7 - Senior Supervisor** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,941.19 | $1,999.42 | $2,059.41 |
| ph | $53.92 | $55.53 | $57.20 |
| **CW6 - Working Supervisor** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,860.39 | $1,916.21 | $1,973.69 |
| ph | $51.67 | $53.22 | $54.82 |
| **CW5 - Junior Supervisor** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,779.46 | $1,832.84 | $1,887.83 |
| ph | $49.43 | $50.91 | $52.44 |
| **CW4 - Senior Foundation Operator (SFO)** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,709.46 | $1,760.75 | $1,813.57 |
| ph | $47.48 | $48.91 | $50.37 |
| **CW3 - Foundation Operator (FO)** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,659.84 | $1,709.63 | $1,760.92 |
| ph | $46.11 | $47.49 | $48.92 |
| **CW3 - Foundation Labourer - Skilled (FSL)** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,659.84 | $1,709.63 | $1,760.92 |
| ph | $46.11 | $47.49 | $48.92 |
| **CW2 - Foundation Labourer 2 (FL2)** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,593.38 | $1,641.18 | $1,690.41 |
| ph | $44.26 | $45.59 | $46.96 |
| **CW1 - Foundation Labourer 1 (FL1)** | | | |
| **From** | **1/01/2021** | **1/07/2021** | **1/07/2022** |
| pw | $1,533.74 | $1,579.75 | $1,627.14 |
| ph | $42.60 | $43.88 | $45.19 |

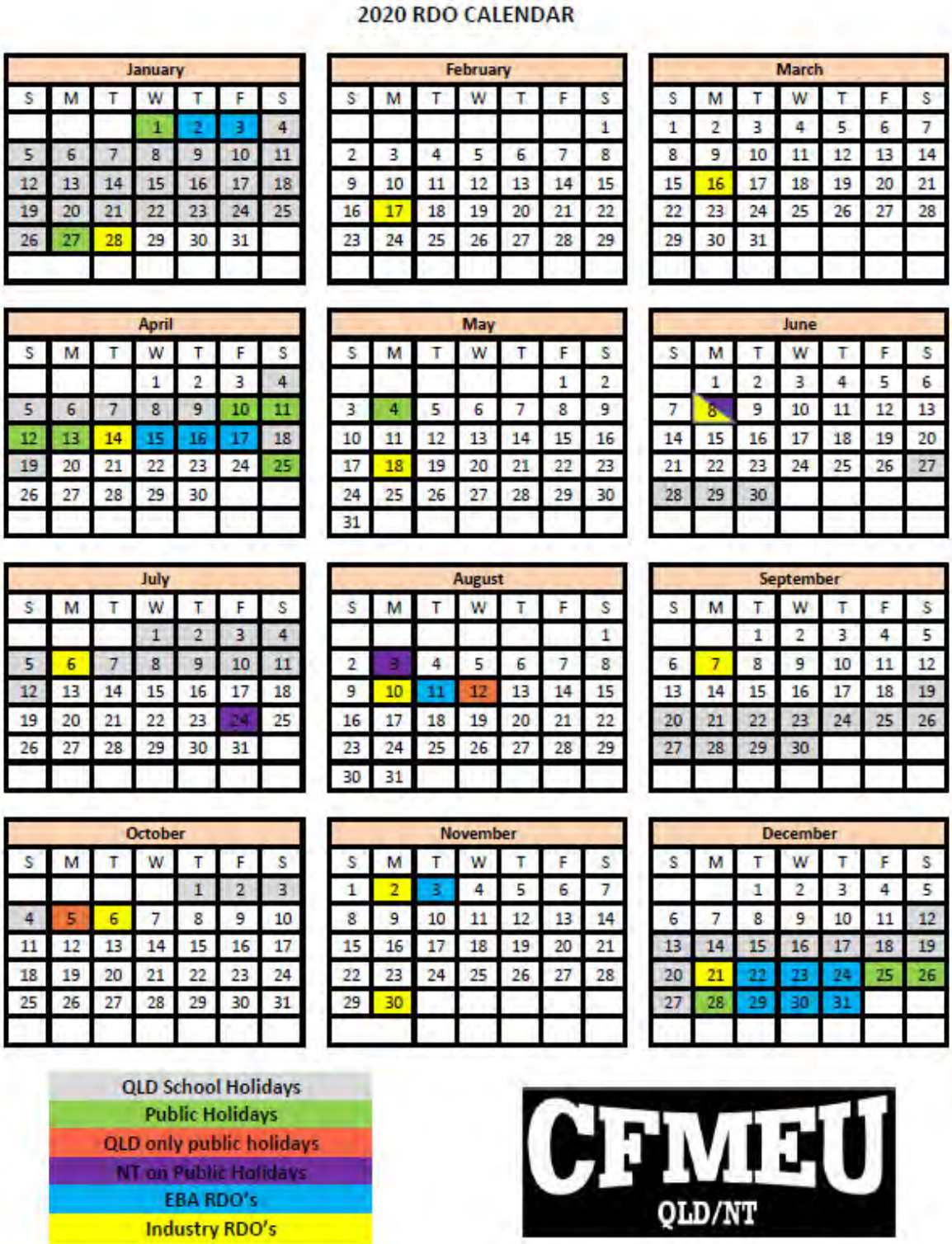
## APPENDIX 2 -ALLOWANCES

| ALLOWANCE TITLE | From 1/07/2020 |
|---|---|
| Acid work | $2.59 |
| Asbestos | $1.24 |
| Asbestos eradication | $3.18 |
| Bagging | $0.90 |
| Bitumen | $1.24 |
| laying or lifting other than standard bricks Over 5kg but under 9kg | $0.99 |
| Over 9kg but under 18kg | $1.77 |
| 18kg and over | $2.47 |
| Certificate allowance | $0.99 |
| Cleaning down brickwork | $0.91 |
| Cold work | $0.99 |
| Computing quantities | $7.08 |
| Confined spaces | $1.24 |
| Cutting tiles | $1.24 |
| Dirty work | $0.99 |
| Dry polishing of tiles | $1.24 |
| Explosive power tools | $2.32 |
| First-aid attendant (minimum qualification) per day | $4.15 |
| Higher first aid cert. (per day) | $6.55 |
| Furnace work | $2.57 |
| Higher work- Painting trades | $0.91 |
| Hot work between 46-54 Degrees Celsius | $0.99 |
| Exceeding 54 degrees | $1.24 |
| Insulation | $1.24 |
| Laser user and allowance (per day) | $4.06 |
| Living away from home allowance (per day) | $83.03 |
| Return trip transport Employee/tools (per return trip) | $33.06 |
| Leading hand not more than 1 | $0.76 |
| Leading hand 2 and not more than 5 | $1.65 |
| Leading hand 6 and not more than 10 | $2.10 |
| Leading hand more than 10 | $2.79 |
| Meal allowance (per instance) | $20.34 |
| Multi-storey (Height): commencement to 15th floor | $1.38 |
| Multi-storey (Height): 16th to 30th | $1.64 |
| Multi-storey (Height): 31st to 45th | $2.55 |
| Multi-storey (Height): 46th to 60th | $3.30 |
| Multi-storey (Height): 61st and onwards | $4.03 |
| Plaster or composition spray | $0.99 |
| Power Tools | $0.99 |
| Roof repairs | $0.90 |
| Roof repairs over 15 metres eaves pitch over 35 degrees | $1.24 |
| Roof repairs over 15 metres eaves pitch over 40 degrees | $1.76 |
| Second hand timber (per day) | $3.84 |
| Slushing | $0.99 |

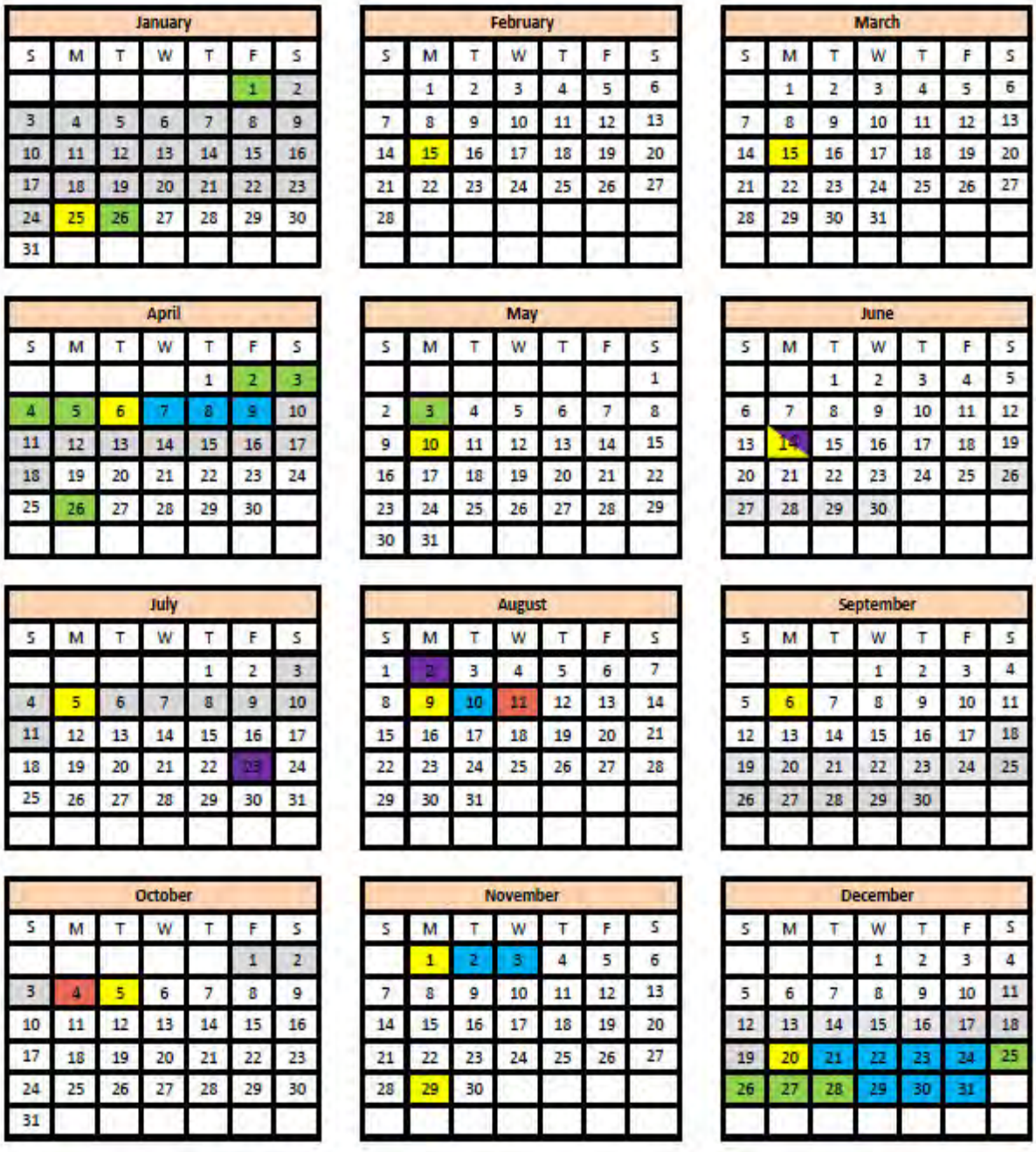
| | |
|---|---|
| Spray application- Painters | $0.99 |
| Swing scaffold first 4 hours 0-15 storeys | $7.08 |
| Swing scaffold after 4 hours 0-15 storeys | +$1.48 |
| Swing scaffold first 4 hours 16-30 storeys | $9.11 |
| Swing scaffold after 4 hours 16-30 storeys | +$1.92 |
| Swing scaffold first 4 hours 31-45 storeys | $10.78 |
| Swing scaffold after 4 hours 31-45 storeys | +$2.27 |
| Swing scaffold first 4 hours 46-60 storeys | $17.66 |
| Swing scaffold after 4 hours 46-60 storeys | +$3.71 |
| Swing scaffold first 4 hours greater than 60 storeys | $22.52 |
| Swing scaffold after 4 hours greater than 60 storeys | +$4.73 |
| Tool Allowance: Artificial stoneworker, Stonemason, Carpenter and/or Joiner, Carver, Letter cutter, Marble and Slate Employee, Marker and Setter Out, Plumber, Special Class Tradesperson | $2.45 |
| Tool Allowance : Caster, Fixer, Floor layer specialist, Plasterer, Tiler | $2.10 |
| Tool Allowance: Bricklayer, Waterproofer | $1.83 |
| Tool Allowance : RoofTilers, Slate Ridge, or Roof Fixer | $1.40 |
| Tool Allowance: Scaffolder, Rigger, Steelfixer,Concreter | $0.90 |
| Tool Allowance: Painter, Glazier, Licensed Drainer, Signwriter | $0.80 |
| Towers allowance | $0.99 |
| Toxic substances working in close proximity | $1.24 |
| Toxic substances (working with) | +$0.99 |
| Underground allowance (per week) | $21.02 |
| Underground allowance (per day or shift or part thereof) | $4.23 |
| Wet concrete or campo | $0.90 |
| Wet work | $0.99 |
| Travelling outside radial areas (per Km) | $0.80 |
| Transfers during working hours (per Km) | $1.44 |
| Compensation for tools (per instance) | $2,618.07 |

*Please note all allowances are listed by hourly rate unless noted otherwise.

## APPENDIX 3 – RDO CALENDARS



## 2021 RDO CALENDAR




QLD School Holidays
Public Holidays
QLD only public holidays
NT on Public Holidays
EBA RDO's
Industry RDO's

CFMEU
QLD/NT

## 2022 RDO CALENDAR

| January | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| February | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | | | | | |

| March | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| April | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

| May | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| June | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

| July | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| August | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

| September | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

| October | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| November | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

| December | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

QLD School Holidays
Public Holidays
QLD only public holidays
NT on Public Holidays
EBA RDO's
Industry RDO's

CFMEU
QLD/NT

## 2023 RDO CALENDAR

**January**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

**February**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | | | | |

**March**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

**April**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

**May**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

**June**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

**July**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

**August**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

**September**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

**October**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

**November**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

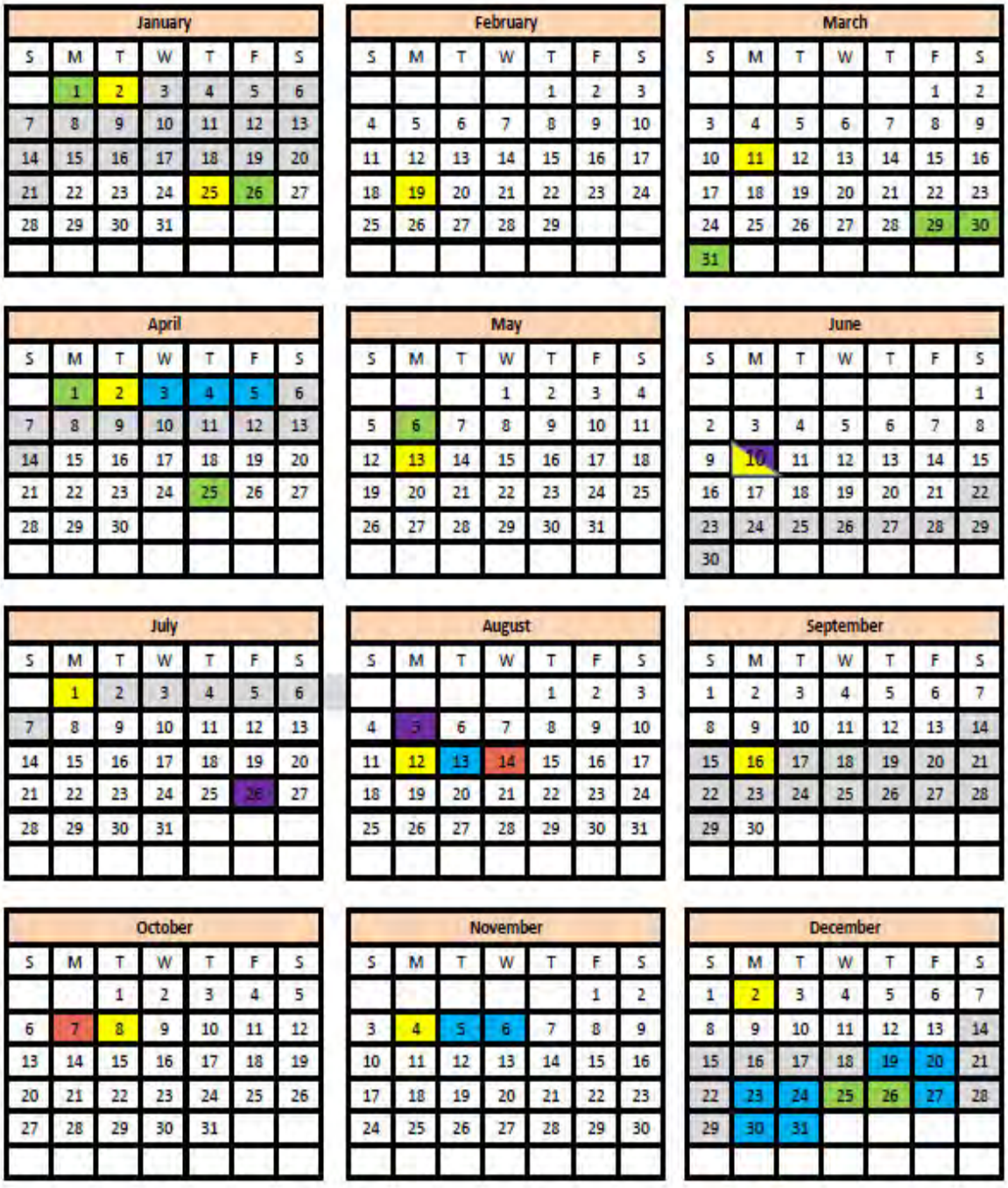
**December**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

QLD School Holidays
Public Holidays
QLD only public holidays
NT on Public Holidays
EBA RDO's
Industry RDO's

CFMEU
QLD/NT

## 2024 RDO CALENDAR



## APPENDIX 4 – IMPAIRMENT POLICY

### 1. PRINCIPLES

1.1 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.

1.2 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.

1.3 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.

1.4 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.

1.5 The policy and procedures adopt a peer based intervention approach based on fairness and equity for all employees.

### 2. SCOPE

2.1 This policy will apply to all employees (including managers and supervisors), contractors and labour hire staff. The policy applies to these groups at all times when they are engaged in company business, whether on or off site and when driving company vehicles.

### 3. STRUCTURE

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

3.1 Training & Awareness

(a) Extensive research has shown training and awareness of impairment related issues provides the most effective means of behavioural change and encourages better decision making. The two types of training in accordance with this policy to do this are:

(i) Workplace Impairment Training (WIT) - all workers onsite will do this training;

(ii) Preliminary Impairment Assessment (PIA) - HSRs, delegates and the PC's safety staff will undertake this training.

3.2 Testing

Testing for drugs and alcohol is used to support and measure the results of the education and awareness program.

3.3 Support Services

Rehabilitation, counselling and EAP's. Support is strictly non- punitive, and can be accessed at anytime (self-identification of the need for help is strongly encouraged).

## 4. OBJECTIVES

4.1 The objectives of this policy are as follows:

(a) To provide a safe and healthy working environment for all workers;

(b) To work collaboratively in the implementation and co-ordination of this policy with employees, employers and their elected representatives to achieve the objectives of this policy;

(c) To eliminate and control risks which may lead to impairment affecting health and safety in the workplace;

(d) To ensure that there is a mechanism for managing impairment at work that is transparent, objective and in accordance with the purpose of this policy;

(e) To ensure that all persons are provided with adequate information and education on the health and safety issues surrounding impairment, and on the operation of this policy;

(f) To ensure that employees have access to rehabilitation, support and counselling of their choice on a voluntary basis that is independent, professional and confidential, without jeopardising their employment;

(g) To ensure confidentiality of information concerning the application of this policy to a worker is maintained.

## 5. RESPONSIBILITIES

5.1 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.

5.2 Employees shall:

(a) Co-operate reasonably with the employer in the implementation of this policy;

(b) If any employee reasonably believes that any person on the site may be a health and safety risk to themselves or others they should inform their employer and their relevant Preliminary Impairment Assessor (PIA) of this belief;

(c) Not possess, consume, or be under the influence of, alcohol or other drugs while working;

(d) Ensure that they do not work, if they believe that they may be impaired;

(e) Consult their doctor or pharmacist about possible side effects of using prescribed or over-the-counter medication;

(f) Inform their employer and their Preliminary Impairment Assessor (PIA) if they have been made aware by their treating doctor or pharmacist of possible impairment as a side effect of medication, or if they feel impaired by medication.

## 6. POLICY IMPLEMENTATION WILL INVOLVE THE FOLLOWING STEPS.

6.1 PC/Employer and Union shall agree on a policy start date.

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

6.3 Provision of on-going Workplace Impairment Training (WIT) and Preliminary Impairment Assessors training (PIA).

6.4 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.

6.5 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.

6.6 Any employee who is assessed as being impaired shall be advised to contact the rehabilitation/treatment provider.

6.7 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.

6.8 With the endorsement/acceptance of the Impairment Policy the Principle Contractor (PC) will undertake to not pass the implementation and cost of drug and alcohol testing to its subcontractors.

6.9 It will also ensure compliance with this policy as follows:

(a) Subcontractors will be contractually required to comply with this procedure as a condition of contract/EBA;

(b) All direct employees of the PC as a condition of their employment must agree to adhere to the terms and conditions of the impairment policy.

6.10 Notwithstanding anything else contained in the policy, the costs of all testing contained within this policy shall be borne by the PC unless otherwise specified in this document.

## 7. DEFINITION OF A WORKER

7.1 Anyone who carries out work for a Person Conducting a Business or Undertaking, such as:

(a) an employee (either salaried or wages);

(b) a contractor or subcontractor;

(c) an employee of a contractor or subcontractor;

(d) an employee of a labour hire company;

(e) an apprentice or trainee;

(f) a student gaining work experience;

(g) an outworker;

(h) a volunteer;

(i) a visitor to a workplace.

## 8. TRAINING

8.1 The training provider shall be the Workplace Impairment Officer or other agreed provider between the Union and the PC/employer. Impairment awareness training sessions will be delivered to all workers (including principle contractor workers), sub-contractors and labour hire workers at least once every two years.

8.2 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.

8.3 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.

8.4 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;

8.5 All training must be delivered Face to Face (F2F).

8.6 Workplace Impairment Training (WIT)

(a) WIT course must be a minimum of (2) hours in length and must cover the following topics:

(i) Australian Workplace Health and Safety construction statistics;

(ii) Overview of the Workplace Health and Safety Act, state specific;

(iii) Mental Health - discussing at length stress, anxiety and depression;

(iv) Fatigue - overview of causes and coping mechanisms;

(v) Illness and Injury - management of illness and injury, legal requirements and rehabilitation process;

(vi) Chemicals, Heat, Cold, and Noise and their abilities to cause impairment at work;

(vii) Legal/Illegal Drugs and Alcohol - statistics on current usage, potential negative consequences to the workplace, workplace deaths and accidents associated with drug and alcohol use;

(viii) Harm related to drug and alcohol use;

(ix) Understanding what is a standard drink and how long this will stay in your system;

(x) Detection rates for illegal drugs;

(xi) Administering self-alcohol and drug tests;

(xii) Information about EAP and the services they offer.

8.7 Preliminary Impairment Assessor (PIA)

(a) PIA training must be a minimum of (4) hours in length and must cover the following topics:

(i) Understanding the signs of impairment;

(ii) Conflict resolution;

(iii) Skills to conduct an impairment Assessment;

(iv) Overview of what a PIA is;

(v) What are possible impairment factors;

(vi) Causes and symptoms of impairment;

(vii) Investigative skills.

(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.

8.8 No worker can be tested for drugs and/or alcohol unless they have been trained in this policy.

## 9. TESTING METHODS

9.1 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.

9.2 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).

9.3 As part of this policy with regards to Drug and Alcohol testing the following substances must be tested for:

(a) Alcohol;

(b) Opiates;

(c) THC;

(d) Cocaine;

(e) Benzodiazepines;

(f) Amphetamine; and

(g) Methamphetamine

## 10. TESTING PROVIDER

10.1 Must be NATA Accredited.

10.2 Must have accreditation AS4760:2006 Procedures for specimen collection and the detection and quantitation of drug abuse in oral fluid.

10.3 Must be agreed upon by the PC/Employer and the Union.

10.4 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.

10.5 Before the Authorised Testing Agent is engaged to be the sample collector for the principle contractor all relevant stakeholders must be engaged to make sure there is no conflict of interest and that they are totally independent. If a conflict of interest exists, or should arise, the Authorised Testing Agent must report it immediately.

## 11. ROOM REQUIREMENTS

11.1 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.

11.2 The room selected for use must so far as reasonably practicable:

(a) Provide privacy for the Worker being tested including but not limited to:

(i) Have a closing door;

(ii) Not allow for casual visual observation of the testing process by other Workers external to the room e.g. through glass windows;

(iii) Not allow conversations to be casually overheard by other workers;

(b) Be clean and hygienic;

(c) Be free from interruption whilst testing is being undertaken;

(d) Include discrete entry and exit.

## 12. TESTING REQUIREMENTS -

12.1 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.

12.2 Alcohol - on the day of testing all workers onsite shall be required to submit a breath sample i.e. blanket testing.

12.3 Drugs -As a minimum, frequent periodic testing (at least once per month where required by law, at intervals required by the client or by mutual agreement by the PC/employer and the Union) of the workforce (both construction Workers and site office Workers) will be as follows:

(a) where there are less than 30 Workers at a workplace – at least 10% of the workforce;

(b) where there are 30 to 100 Workers at a workplace – a minimum of 5 Workers; and

(c) where there are greater than 100 Workers at a workplace – a minimum of 10 Workers;

(d) The frequency of testing and the number of workers selected shall be increased in line with the escalation below where test results meet the criteria indicated:

| Number of Workers | Criteria | Action |
|---|---|---|
| Less than 30 workers at a workplace | Confirmed positive results in 2 consecutive tests at the same workplace | Testing of 20% of workforce |
| 30-100 workers at a workplace | Confirmed positive results for 3 or more workers in 2 consecutive testing rounds at the same workplace | Testing of 10 workers |
| Greater than 100 workers | Confirmed positive results for 6 or more workers in 2 consecutive testing rounds at the same workplace | Testing of 20 workers |

12.4 The increased testing requirements shall continue until no Confirmed Positive test results are recorded for 2 consecutive testing periods.

12.5 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.

## 13. PRESCRIBED MEDICATIONS

13.1 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

13.2 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.

13.3 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.

13.4 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.

13.5 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

13.6 Where a Worker is excluded from the workplace as a result of a Non Negative Result Initial Test for Drugs and the confirmatory test is positive for a Pharmacy Only or Prescription Drug, the following factors would normally be considered in deciding when it is appropriate to allow a worker to return to the workplace and/or return to normal duties:

(a) Whether the worker declared the medication during the pre-test interview with the Designated Collector or Authorised Testing Agent;

(b) The level of the medication detected is consistent with therapeutic use;

(c) Written advice from the worker's doctor advising that the medication is required to treat a medical condition; and

(d) The medication will not affect the worker's ability to perform the inherent requirements of their job - i.e. they are fit for work.

## 14. SPECIAL CIRCUMSTANCES FOR PRESCRIPTION MEDICATION

14.1 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.

14.2 If in the above circumstance a Non Negative Result Initial Test occurs, and provided that the Worker has:

(a) Declared their use of the Prescribed Drug/Pharmacy Only Drug in a letter less than 12 months old from a registered medical practitioner before the commencement of testing; and

(b) Declared their use of the Prescribed Drug/Pharmacy Only Drug to the Authorised Testing Agent or Designated Collector before the commencement of testing;

(c) Then the Non Negative Result Initial Test result shall be recorded at the workplace and a second sample of oral fluid shall be taken and sent for confirmatory testing. The worker shall be allowed to remain at work but must be precluded from high risk construction work activity until the result of the confirmatory test is known.

14.3 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.

14.4 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.

14.5 Where the Worker has not provided both declarations contained within this part then the Worker shall be excluded from the workplace until the results of the confirmatory test are known.

## 15. TESTING RESULTS

15.1 Alcohol

(a) A worker who returns a negative alcohol test will be allowed to return to work with no record of the test kept. A worker who returns a positive result for alcohol (above 0.00mg/ml) will be deemed not fit work and will not be permitted to return to work;

(b) When a worker tests positive to alcohol in their system the workers blood alcohol concentration (BAC) may be decreasing or it may be increasing. In the interests of safety the Workers will be directed to remain within the testing vicinity and they will be re-tested no sooner than 60 minutes after the original test;

(c) If the second test result is 0.000% the test will be regarded as negative and the Worker may return to normal duties. A Positive Result Confirmatory Test will not be recorded in these circumstances;

(d) If the later confirmatory test indicates a BAC of greater than 0.000% a Positive Result Confirmatory Test will be recorded;

(e) Alcohol testing shall be carried out by an Authorised Testing Agent agreed upon by the PC/Employer and the Union. The following steps shall be undertaken:

(i) Details of the identity of the Worker to be tested shall be recorded including the workplace name, work area and their employer will be listed on a drug and alcohol testing record form by the independent Authorised Testing Agent:

(ii) Workers with a BAC of greater than zero (greater than 0.000%) shall discontinue any work activities and shall be directed to undertake a second test sixty (60) minutes after the first test and the results recorded on a Drug and Alcohol Testing record Form by the independent Authorised Testing Agent:

(iii) Where the second test indicates a level greater than 0.00% BAC the Worker will be further excluded from work duties for the remainder of the shift;

(iv) Where a Worker is to be sent home using their own transport this shall only be permitted if the blood alcohol concentration test result is below that prescribed by applicable road transport legislation and has been determined as not rising for that Worker.

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 page 12 of this document, 15.1 Alcohol- d) will apply.

15.2 Drugs

(a) A worker who returns a negative test will be allowed to return to work. A worker who returns a non-negative test result from their initial test (equal to or above the relevant cut-off levels of the substances referred to in AS 4760) will be deemed not fit for work and will not be allowed to return to work. (Benzodiazepine level to be provided by the prescribed testing laboratory);

(b) Drug testing will be administered by the collection and analysis of an oral fluids specimen (saliva). Before conducting a drug test, the process used by the independent Authorised Testing Agent must be explained to the Worker providing the saliva sample;

(c) Collecting and testing of saliva specimens shall be carried out by an Authorised Testing Agent, agreed upon by the PC/Employer and the Union, and confirmatory testing is to be carried out by a NATA accredited laboratory;

(d) A Confirmatory Test will be required where a Non Negative Result Initial Test is recorded at the initial test. The handling of specimens taken for confirmatory testing is detailed in the process used by the Authorised Testing Agent and must be completed to Australian Standards;

(e) Any worker attending the workplace under the influence of drugs or alcohol will be prohibited from entry. A worker returning to the workplace following their exclusion for a Positive Result Confirmatory test will be required to submit to a drug and alcohol test prior to commencing work and receive a Negative Result Initial Test for Drugs or Alcohol prior to commencing work.

## 16. FORMS OF TESTING

16.1 Self-Testing

(a) The PC/Employer shall be required to provide sufficient self-testing facilities for alcohol and/or drugs for up to 10% of the workforce;

(b) Where self-test facilities are made available voluntary or self-testing for alcohol will be available for Workers prior to presenting for work. A wall mounted breathalyser (optional) will be located in an area that provides for discrete privacy for the worker, whilst completing the test so the test results cannot be inadvertently observed and disclosed to other parties;

(c) A Worker undertakes self-testing at his/her own accord; therefore, no test details are recorded. However, all Workers have obligations under the Work Health and Safety Act or equivalent occupational health and safety or occupational safety and health legislation in other States or Territories and must not wilfully place at risk their health and safety or the health and safety of other Workers or people at the workplace by commencing work if they believe they're impaired.

16.2 Random Shift Testing

(a) In terms of Random Shift Testing it is in 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.

16.3 For Cause Testing

(a) An employer/supervisor may only request an employee to undertake for cause testing if:

(i) The employee has been involved in an accident or incident, or had the potential to, cause:

(ii) serious and major damage to mobile plant or property; or

(iii) an injury to themselves or other individual(s);or

(iv) Participation in a relevant and specific industry focus area when the worker is undertaking High Risk Work as identified by the employer and consistent with OHS legislation. Workers will be selected for testing using a random selection process nominated by the employer following a consultation process in line with OHS legislation.

16.4 Post Incident Testing

(a) After the occurrence of a significant incident/event at a workplace, all Workers involved in the incident may be required to undergo an initial Drug and Alcohol test.

(b) Where a Worker(s) is to be tested following a significant incident/event they shall be supervised by an Employer Representative and Employee Representative continually from the time of the incident until they have completed all testing required.

(c) Post Incident Testing will be conducted as soon as practical after the incident/event and when it is safe to do so.

(d) An injured Worker who requires immediate medical attention may only be tested when it is appropriate and safe to do so. This will be determined by the Construction Manager, the HSR, Delegate and the relevant PIA in consultation with the attending medical practitioner. In such cases, where testing can be conducted while under medical care, a saliva testing process will be used.

16.5 Reasonable Concern Testing

(a) An employer may only request an employee to undertake reasonable concern testing if the following criteria are met:

(i) An observable phenomena occurs, which is:

- 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.

16.6 Testing of Minors

(a) A letter of consent contained within the work experience and student placement procedure shall be signed by the parent or guardian of any worker who is a minor seeking to access a workplace where the Impairment Policy is in place, as a condition of entry to that workplace. Alternatively, an equivalent letter signed by the parent or guardian can be provided through the minor's employer/host employer.

(b) Where a minor is selected for testing and:

(i) A letter of consent is held, then the provisions of this procedure shall apply; or

(ii) Where a letter of consent is not held, every effort will be made to contact the minor's parents/guardians to get verbal consent to participate in the testing procedure. If consent is given then the normal testing procedures will apply, if contact cannot be made and/or consent is not given then the minor will be excluded from any high risk activities or potentially excluded from site until consent is given.

## 17. REFUSAL TO TEST

17.1 If a Worker refuses to participate in workplace Drug and Alcohol testing the following will apply:

(a) The Employer, will inform the Worker and the workers chosen representative, that the refusal will have the same consequences as a non-negative result, i.e. that the employee will be deemed to be unfit for work due to the presence of alcohol or drugs;

(b) If the worker still refuses, the Employer and the PIA, shall consult with the worker and the workers chosen representative, regarding the requirements, process and consequences of refusing to test and encourage them to partake in the test. This would be the second request to be tested;

(c) If the worker still refuses, the refusal will be treated as a confirmed positive result, and will be subjected to the relevant consequences of such. All reasonable assistance is to be offered to ensure the employee can make their way from the workplace to a safe location without harm (i.e. taxi, lift from a friend or fellow worker). An agreed leave of absence arrangement is to apply for the duration of their absence.

## 18. DISCIPLINARY ACTION

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

18.2 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.

18.3 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.

18.4 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.

18.5 A worker who fails to attend EAP sessions may be disciplined under this policy in accordance with principles of natural justice.

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

## 19. SUPPORT

19.1 The Principle Contractor (PC)/Employer will make available support to workers in respect of drug and alcohol issues. This will include:

(a) allowing access to any Union support programs; and

(b) provide an employer funded Employee Assistance Provider (EAP) to be available to workers.

19.2 The worker will be allowed to access a Union support program and/or EAP counselling during normal working hours and without loss of pay, or any form of employer retribution.

## 20. SELF- DECLARATION

20.1 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.

20.2 The worker may be suspended from any work, with pay, with immediate effect in order for an assessment to be made of the duties they are able to perform safely and a drug and alcohol test is to be taken as soon as reasonably practicable.

## 21. PRIVACY

21.1 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;

21.2 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.

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

21.4 Protections from Worker Deoxyribonucleic Acid (DNA) misuse

21.5 Workers selected for testing shall have their personal DNA protected by:

(a) In the case of unintended collection of a Worker's DNA during the collection of an oral saliva sample for an initial test, by the worker being offered the used collection cartridge upon completion of the initial test.

(b) In the case of unintended collection of a Workers DNA during the collection of an oral saliva sample for testing at a NATA approved laboratory for an initial Non Negative Result Initial Test, by ensuring that the documentation that accompanies the collection cartridge to the NATA approved laboratory does not include the workers name or address but contains only that information sufficient to comply with AS4760 e.g. test report number and date of birth.

21.6 These protections will be notified to Workers during training.

## 22. CONSULTATION

22.1 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.

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

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

22.4 Employment Assistance Program (EAP)

22.5 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.

22.6 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.

22.7 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

## 23. ADDENDUM

23.1 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 6 – RDO NOTIFICATION FORM

Notification pursuant to clause 36.8(c) above 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 32 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 _____

| | | |
|---|---|---|
| CBUS/BUSS(Q): | □ Yes | □ No |
| BERT: | □ Yes | □ No |
| BEWT: | □ Yes | □ No |
| CIPQ: | □ Yes | □ No |
| 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 **Rosenlund Contractors Pty Ltd** (ABN 65067972034)

I, Ryan Rosenlund, Manager of Rosenlund Contractors Pty Ltd am authorised to sign the Agreement on behalf of **Rosenlund Contractors Pty Ltd:**

**SIGN NAME**

45 Wentworth Place, BANYO, QLD, 4014

**ADDRESS**

06.10.2022

**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 ~~and~~ authorised to sign the Agreement on behalf of The Construction, Forestry, Maritime, Mining and Energy Union:

~~06~~.

**SIGN NAME**

06.10.2022

**DATE**

16 Campbell Street, Bowen Hills, Qld, 4006

**ADDRESS**

**IN THE PRESENCE OF**

**WITNESS SIGNATURE**

Emma Eaves

**PRINT NAME**



**RR-5**

**Australia**

Brisbane, Queensland

# Eben Cox



AGE **N/A** / N/A
HEIGHT **5'10"** / 177.8 cm
WEIGHT **155 lbs** / 70.31 kg
ASSOCIATION
Infinity Martial Arts

CLASS
Lightweight
Wins 1
KO / TKO
0
**//////////**
0%
SUBMISSIONS
1

//////////
100%
DECISIONS
0
//////////
0%
Losses 1
KO / TKO
1
//////////
100%
SUBMISSIONS
0
//////////
0%
DECISIONS
0
//////////
0%

FIGHT HISTORY - PRO

| Result | Fighter | Event | Method/Referee | R | Time |
|---|---|---|---|---|---|
| loss | Mohammad Alavi | ACB 76 - Gold Coast: Young Eagles 23<br>Dec / 09 / 2017 | **KO (Head Kick)**<br>Peter Hickmott | 1 | 0:48 |
| win | Shem Murdoch | XFC 29 - Hardman vs. Campbell<br>Feb / 18 / 2017 | **Submission (Rear-Naked Choke)** | 2 | 2:22 |

FIGHT HISTORY - AMATEUR

| Result | Fighter | Event | Method/Referee | R | Time |
|---|---|---|---|---|---|
| win | Paul Butacu | IMMAF - 2016 World Championships: Day 2, Cage 2<br>Jul / 06 / 2016 | **TKO (Doctor Stoppage)**<br>Ferdinand Basson | 1 | 3:00 |
| win | Florian Kristof | IMMAF - 2016 World Championships: Day 1, Cage 2<br>Jul / 05 / 2016 | **Submission (Rear-Naked Choke)**<br>Scott Manhardt | 1 | 2:52 |
| win | Benny Millmann | XFC 25 - Xtreme Fighting Championship 25<br>Nov / 07 / 2015 | **Decision (Unanimous)**<br>Cade Brown | 3 | 3:00 |
| win | Myles Steele | XFC 23 - Xtreme Fighting Championship 23<br>Feb / 28 / 2015 | **Submission (Rear-Naked Choke)**<br>Barnie Cook | 2 | 1:34 |
| loss | Gavin Hain | XFC 22 - Xtreme Fighting Championship 22<br>Nov / 01 / 2014 | **Decision (Unanimous)** | 5 | 3:00 |
| win | Justin Gallagher | XFC 20 - Xtreme Fighting Championship 20<br>Feb / 15 / 2014 | **KO**<br>Cameron Quinn | 3 | 1:54 |

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# PART 1 ADMINISTRATION

## 1. TITLE

1.1 This agreement is known as the Reo-Tek QLD Pty Ltd and CFMEU Union Collective Agreement 2023–2027 (the Agreement).

## 2. DEFINITIONS

The following definitions shall apply to this Agreement:

**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.

**Award** means the Building and Construction General On-site Award 2020, Mobile Crane Hiring 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.

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

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

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

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

**CIPS** means Construction Income Protection Scheme.

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

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

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

**Employee** means an employee of the Employer.

**Employer** means Reo-Tek QLD Pty Ltd (ABN 16656596422), 12 Glasford Street, WISHART, QLD, 4122

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

**FWC** means the Fair Work Commission.

**Inclement Weather** means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, fog, extreme heat, lightening, smoke or the like or any combination of these conditions) where it is not reasonable or it is unsafe to continue working in those conditions.

**Injury** shall have the same definition as the Workers' Compensation and Rehabilitation Act 2003 (Qld), the Workers' Compensation Act 2015 (NT), as applicable.

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

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

**QBCC** means the Queensland Building and Construction Commission.

**QIRC** means Queensland Industrial Relations Commission.

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

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

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

**SGL** means Superannuation Guarantee Levy.

**Sham Contracting** is where an employment relationship is disguised as a contracting relationship and if the work can be performed under this agreement, then it must be performed under this agreement and any other arrangement shall be considered sham contracting for the purposes of this agreement, and subject to the penalties contained in clause 49 of this agreement.

**Shiftwork** shall be defined as per clause 38.12.

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

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

(a) Having had not less than 12 months' on-the-job experience of such skilled work, and

(b) Having, by satisfactory completion of a prescribed post trade course, or other approved course, or the achievement of knowledge and competency by other means including the on-the-job experience, as will enable the tradesperson to perform such work unsupervised where necessary and practical, to the required standard of expertise/skill.

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

**Total Cost of Work** means the total value of the project declared to QLeave or NT Build.

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

**Union or CFMEU** means The Construction, Forestry, Maritime, Mining and Energy Union (Queensland Northern Territory Construction and General Divisional Branch).

**WHS Act** means the Work Health and Safety Act 2011 (Qld) or the Work Health and Safety (National Uniform Legislation) Act 2012 (NT), where applicable.

**WHS EPH** means Workplace 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 4.

## 3. DATE OF OPERATION

3.1 This Agreement remains in force 4 years from certification date. The agreement will continue to apply beyond its expiration date until it is replaced in accordance with the FW Act.

## 4. APPLICATION OF AGREEMENT

4.1 This Agreement applies to:

(a) Reo-Tek QLD Pty Ltd (the Employer)

(b) the CFMEU (the Union)

(c) all Employees of the Employer engaged in construction work and for whom classifications and rates of pay are provided by this Agreement (the Employee).

Collectively known as Parties

4.2 This Agreement only applies to work done in Queensland or Northern Territory and to work temporarily done outside Queensland or Northern Territory by Employees who are based in Queensland or Northern Territory, except where employees are covered by a subsequent Greenfields agreement made under s.182(3) of the Fair Work Act 2009 (Cth) and approved by the Fair Work Commission.

4.3 Associated Entity

(a) In accordance with Division 2 of Part 2-8 of the Fair Work Act, where an Employee transfers to an Associated Entity of the Employer and performs the same work or substantially the same work for the Associated Entity of the Employer, the Agreement will continue to cover the Employee.

(b) For clarity, this clause does not apply to a circumstance where an Employee commences employment with the associated entity more than 3 months after the Employee ceases working for the Employer.

## 5. PARTIES BOUND AND COVERED

5.1 This Agreement is legally binding upon and covers the Employer, its Employees and The Construction, Forestry, Maritime, Mining and Energy Union.

## 6. RELATIONSHIP TO AWARDS, AGREEMENTS, AND OTHER DOCUMENTS

6.1 This Agreement is intended to be interpreted in conjunction with the Building and Construction General On-Site Award 2020, Mobile Crane Hiring Award 2020, and the terms of the Workplace Impairment Policy and Procedures in APPENDIX 4.

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

## 7. OBJECTIVES OF THE AGREEMENT

7.1 The parties agree that key objectives of this agreement are to provide terms and conditions of employment commensurate with the challenges associated with working in the construction industry and which promote safe working conditions a functional work/life balance and a comfortable standard of living, whilst also providing a framework that seeks to maximise productivity minimised last time through genuine communication consultation collaboration and a sensible and practical application of terms contained in this agreement.

## 8. INCLUSION

8.1 The Parties recognise that everyone is entitled to work in an environment that is free of discrimination, harassment and bullying. It is the Employer's responsibility to ensure it complies with relevant legislative requirements including the Anti-Discrimination Act 1991 (Qld).

**First Nations People**

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

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

8.4 First Nations people will be entitled cultural and ceremonial leave as per clause 8.6 below.

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

8.6 The Employer will also implement policies that ensure:

(a) access to personal leave for participation in cultural and ceremonial activities

(b) skill and career development opportunities for First Nations Employees

(c) the development of retention and promotion for First Nations Employees.

8.7 Where the workplace is a construction site, the Employer's obligations in 8.2 and 8.3 will be deemed to have been met, if provided by the principal contractor on the site.

**Women in the Industry**

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

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

8.10 The parties recognise the right of women to feel safe at work. Sexual harassment, intimidation, ostracism, or any other unacceptable behavior will not be tolerated. Any such behavior will be thoroughly investigated. Breaches of this clause will involve disciplinary action up to and including termination of employment.

**Mature Age Workers**

8.11 The parties recognise that a lifetime in the construction industry can take its toll on a person's wellbeing. Wherever possible, the Employer shall implement measures to encourage the

retention of older employees. To the extent possible, this includes (but is not limited to) the preservation of jobs such as hoist operators, traffic controllers and peggies for workers over the age of 50.

# PART 2 DISPUTE RESOLUTION AND CONSULTATION

## 9. DISPUTES SETTLEMENT PROCEDURE

9.1 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 (including a dispute about whether a workplace right has been breached) 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 NES, including subsections 65(5) or 76(4) of the Fair Work Act) shall be dealt with according to the following procedure.

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

9.3 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.

9.4 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 another representative 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.

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

9.6 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.

9.7 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.

## 10. CONSULTATION

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

10.2 Consultative Committees may be set up for this purpose.

**Consultation about major workplace change**

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

10.4 As soon as practicable and prior to implementation, the Employer must discuss with the Employees and the Union the introduction of the change; and the effect the change is likely to have on the employees. The Employer must discuss measures to avert or mitigate the adverse effect of the change on the Employees.

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

(a) All relevant information about the change including the nature of the change proposed

(b) Information about the expected effects of the change on the Employees; and

(c) Any other matters likely to affect the Employees.

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

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

10.8 "**Significant Effect**" under clause 10.3 above includes termination of employment (including redundancy), major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; changes to safety and/or management systems, any changes to employment practices that result in privacy concerns for employees such as implementation of electronic inductions and/or access systems; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

**Consultation about changes to rosters or hours of work**

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

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

(a) discuss with the relevant Employees and the Union the introduction of the change; and

(b) provide to the Employees, there Union and/or their representatives details of the following in writing:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and

(iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

(c) Invite the Employee(s) and the Union, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities) and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and their Union.

(d) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

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

# PART 3 SAFETY

## 11. PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS

11.1 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.

11.2 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 in the WHS Act) - Site Manager or any other person nominated by the Principal Contractor

(b) the Employers - the Site Manager or any other person nominated by the Employer(s)

(c) The Employees - the Union or other representatives.

(Collectively referred to as "Nominated Parties")

11.3 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 document that is directly relevant to resolving the issue; and

(e) advise any person whom the representative reasonably believes to be exposed to a serious risk to his or her health and safety, emanating from an immediate and imminent exposure to a hazard of that risk.

11.4 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.

11.5 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.

11.6 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.

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

11.8 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 QBCC, where applicable, to arrange for an inspector to attend the workplace to assist in resolving the issue.

11.9 Direction to cease work

(a) If -

(i) an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of the Employer; and
(ii) the issue concerns work which involves an immediate threat to the health or safety of any person; and
(iii) given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 11.7 above

(b) the Employer and/or the health and safety representative for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease.

(c) During any period for which work has ceased in accordance with such a direction, the Employer may assign any Employees whose work is affected to suitable and safe alternative work.

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

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

## 12. HEALTH AND SAFETY REPRESENTATIVES

12.1 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.

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

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

12.4 The HSRs shall be allowed to consult with the PCBUs, Unions, 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.

## 13. HEALTH AND SAFETY REPRESENTATIVE MEETINGS

13.1 A health and safety representative will be allowed reasonable paid time during working hours to attend occupational health and safety matters, including meetings affecting employees they represent, providing that the Representative informs their manager.

## 14. HOT WEATHER GUIDELINES

14.1 Under this Agreement when air temperature reaches:

(a) 35°C; or

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

14.2 This definition will be subject to review in other regions. This clause 14 must be incorporated in the Employer's OHS Procedures for all applicable Projects.

14.3 Before finishing work, Employees must be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, Site manager, and HSRs. This will allow preparation for works to be modified to reduce this category of heat exposure in accordance with clause 14.1. For forecasting, planning and guidance the Bureau of Meteorology (BOM) shall be used for weather observations. Monitoring heat on the day will be done with a calibrated wet bulb thermometer.

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

(a) rescheduling work so that certain tasks are performed during the cooler part of the day, or on another day

(b) reducing the time spent doing hot tasks (for example, by job rotation)

(c) arranging for more workers to do the job

(d) providing extra rest breaks in a cool area

(e) providing cool drinking water and ice (machines) near the work site

(f) increasing air movement by fans or coolers

(g) installing shade cloth to reduce radiant heat from the sun

(h) consideration must be given to working an eight-hour day.

14.5 Once the temperature reaches extreme levels, as defined in clause 14.1 the following process will be followed:

(a) Where the temperature reaches 35°C, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the program and workload as described in clause 14.4.

(b) where the temperature is 29°C and 75% humidity or more after three hours from the commencement of a shift, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the program and/or workload as described in clause 14.4.

14.6 If there are areas of the workplace that are below any Extreme Hot Weather, work shall continue as normal in those areas. Employees unable to work elsewhere may be transferred to these areas below the extreme levels if work is available. Employees may walk a reasonable distance through areas effected by extreme hot weather to and from amenities, provided it does not pose an imminent risk to their health or safety. The primary objective is to ensure that

there is no reasonable concern for an Employee undertaking work of an imminent risk to their health or safety.

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

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

## 15. AIR QUALITY PROCEDURE

**Definitions**

**Acceptable Air Quality**

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

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

**Measuring of air quality**

15.3 Measuring of air quality will be done through either of the following, in agreement between the parties:

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

(i) Click on environment.

(ii) Go to Our Environment and click on air.

(iii) Click on live air data.

(iv) Scroll down and view closest Station to the job site.

(v) Refer to Air Quality Procedure (15.9 below).

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

**Bushfire smoke**

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

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

**Air Quality Procedure**

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

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

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

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

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

**Fit testing**

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

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

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

## 16. INCLEMENT WEATHER

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

16.2 Inclement weather means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme heat (as defined in clause 14), poor air quality (as defined in clause 15), or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions.

16.3 The employer or its representative, when requested by the employees or their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the conditions referred to in clause 16.2 apply.

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

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

16.6 Where emergency work or a concrete pour is completed in accordance with clause 16.5, work will be paid at the rate of 200% of the ordinary hourly rate calculated to the next hour, and in the case of wet weather, the employee will be provided with adequate wet weather gear. If an employee's clothes become wet as a result of working in the rain the employee will be allowed to go home for the remainder of the day without loss of pay.

16.7 Where an employee is not able to perform any work at any location because of inclement weather, the employee will receive payment at the ordinary hourly rate for ordinary hours.

Payment for time lost due to inclement weather is subject to a maximum of 32 hours pay in any 4-week period for each employee. Payment is subject to adherence to the terms of clause 16.

16.8 An employee working on a Job Share arrangement pursuant to clause 30—Job Share, that is affected by inclement weather, will be entitled to payment from the 32-hour inclement weather bank on a pro rata basis.

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

16.10 Inclement weather occurring during overtime will not be taken into account for the purposes of clause 16 and employees will not be entitled to any payment for stoppages because of inclement weather that occurs outside of ordinary hours.

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

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

(a) from a location on a site where it is unreasonable and/or unsafe to work because of inclement weather, to another area on the same site, where it is reasonable and safe to work; and/or

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

**Inclement weather procedure**

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

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

(b) after the main meal break, for more than half of the ordinary work time; or

(c) during the final 2 hours of the normal workday for more than an accumulated total of one hour;

the employer will not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances, where genuine training has been agreed in writing between the parties, then the course maybe completed in extraordinary circumstances.

**Rain at Starting Time**

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

(a) the rain stops; or

(b) a covered walkway has been provided; or

(c) the sheds are under cover and the employees can get to the dry area without going through the rain; or

(d) adequate protection is provided.

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

**Dewatering**

16.16 All sites will develop a Dewatering Plan through consultation with the Union, HSRs, Safety Committee and the site Contractors.

16.17 This plan will:

(a) Outline appropriate dewatering strategies, hydraulic engineering solutions and Dewatering Crew requirements

(b) Require relevant HSR`s to assess the areas in a staged sequence giving priority to accessways

(c) Commence dewatering activities and open areas progressively once dewatering is complete

(d) Including staggered meal breaks of the Dewatering Crew and Safety Committee

(e) Outline minimum requirements of PPE and dewatering tools/equipment

(f) The Dewatering plan will be reviewed and updated on a reasonable basis depending on job type, size, constitution etc.

(g) Plans for work activities (including agreed training) to take place in dry areas during periods of inclement weather

16.18 All Contractors will supply adequate manpower for the site Dewatering Crew as per the Dewatering Plan.

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

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

(b) additional drainage outlets to slabs

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

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

## 17. ADDITIONAL OCCUPATIONAL HEALTH AND SAFETY MATTERS

**Personal Protective Equipment**

17.1 The following clothing will be supplied to all Employees after consultation with Delegate. The employer shall provide clothing and Personal Protective Equipment that is suitable, fit for purpose and manages risk relative to the task at hand (no later than 1 month after commencement). 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 $225.00 upon producing of a purchase receipt): and

(b) 5 sets of shirts and shorts/trousers, overalls or bib and brace overalls, or any combination as agreed: and

(c) 1 high visibility winter jacket.

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

17.3 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. The Employer undertakes to source Australian made clothing and equipment, in so far as it is possible.

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

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

**Workplace Impairment Policy**

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

### 18. CRANE CREW

18.1 The crane crew for each crane must consist of at least the following:

(a) A crane driver; and

(b) A Dogman/stand-by driver; and

(c) A Dogman.

18.2 The Dogman/stand-by driver will be paid at the same rate as the driver for all hours worked.

18.3 From 1/7/2025 the entire crew on a tower crane shall be paid at the CW7 rate.

## PART 4 EMPLOYMENT

### 19. SECURITY OF PERSONAL INFORMATION

19.1 For this clause “personal information” has the meaning given to it in the Privacy Act 1988 (Cth).

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

### 20. SITE ACCESS SYSTEMS AND INDUCTIONS

20.1 Site access systems shall be agreed between the Parties.

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

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

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

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

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

## 21. TOOLBOX MEETINGS

21.1 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. There will exist a standing invitation for representatives of the Union to attend such toolbox meetings.

## 22. CONTRACT OF EMPLOYMENT

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

22.2 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 deskilling.

22.3 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 BUSSQ, BERT, BEWT, CIPQ and Qleave or NTBuild or other funds nominated herein. The Employee shall also continue to accrue all appropriate leave entitlements for the first twelve months of the Employee's absence due to the workers compensation claim.

## 23. EFFECTIVE WORK ORGANISATION

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

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

(a) Union Delegates

(b) First aid attendants

(c) Amenities attendants

(d) Hoist drivers (including builders' lift drivers)

(e) Crane crews (except were supplied by a specialist company or subcontractor)

(f) Gate persons

(g) Primary traffic attendant roles (except were supplied by a subcontractor as an ancillary aspect of their scope of works or where there is a legal requirement).

(h) Reasonable numbers of labourer's and tradespeople, relative to the size and nature of the project.

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

## 24. CASUAL EMPLOYMENT

24.1 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 on a casual basis, they will be supplied in writing that the engagement is to be as a casual, the job to be performed, the classification level, the actual or likely length of engagement including number of hours to be worked per week, and the relevant rate of pay.

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

24.3 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 clause 0 below. 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 0 below.

24.4 A casual Employee for working ordinary time shall be paid 125% of the hourly rate prescribed in APPENDIX 1 for the Employee's classification.

24.5 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 1 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 1 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 1 for the Employee's classification.

24.6 For the purposes of clarity, the applicable contributions to BUSSQ, BERT, CIPQ and BEWT or other funds nominated herein, must be made by the Employer in respect of casual Employees. A casual Employee shall also be entitled to receive, in addition to their casual rate, penalty payments for Overtime, work performed on weekends, work performed on public holidays and RDOs, Domestic Violence leave and unpaid cultural leave.

24.7 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.

**Casual Conversion**

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

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

## 25. APPRENTICES/TRAINEES

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

25.2 For clarification, in addition to the rates in APPENDIX 1, Trainees are entitled to receive full Daily Travel, BERT, BEWT, CIPQ, Superannuation and any other entitlements in accordance with this document. Such entitlements shall not be paid at rates applicable to Apprentices.

25.3 Training arrangements for Apprentices/Trainees shall be as provided in the Building and Construction General On-site Award 2020.

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

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

25.6 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 months after the expiry of the probationary period or within a period of six months from the date of commencement of the employment, whichever first occurs.

25.7 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.

25.8 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.

(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 25.6 and clause 25.7 above.

**Apprentice Ratio**

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

(a) If the Employer employs five (5) or more tradespeople in any one classification, it undertakes to employ an apprentice(s) or make arrangements to host an apprentice from an agreed scheme.

(b) The Employer is committed to ensuring that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, to this end the Employer will endeavor to maintain at least one apprentice to every five (5) tradespeople.

(c) If the Employer does not currently have an apprentice as provided for in paragraph (a) above, the Employer will engage in consultation with the Union in relation to their obligations under this clause but shall be afforded reasonable time to enable the Employer to comply with this clause. Further, the Parties are committed to a strong ratio of apprentices in the industry.

## 26. ADULT APPRENTICES

26.1 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 Appendix 1 and will be paid a minimum rate equal to the rate of pay for a second-year apprentice, for the first two years of the apprenticeship, then on parity with other apprentices for the third and fourth years.

## 27. TRAINING AND RELATED MATTERS

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

27.2 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.

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

**HSR training**

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

**Asbestos Awareness Training**

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

**Silica Dust Training**

27.6 The Employer agrees that it will schedule training in the "Course in identification of crystalline silica containing material and the associated risks for workers in the construction industry". The

training shall be booked and commenced within 3 months of the certification of this agreement, or within 3 months of the start of employment of each new employee, unless completed previously or unless otherwise agreed between the Parties.

**Mental Health Training**

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

**General**

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

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

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

## 28. EMPLOYMENT SECURITY

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

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

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

28.4 **Use of Contractors**

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

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

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

28.5 **Labour Hire**

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

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

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

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

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

28.8 **Tower Cranes**

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

## 29. INDIVIDUAL FLEXIBILITY AGREEMENTS

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

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

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

(b) Relates only to:

(i) Salary sacrifice agreements

(ii) Increase in annual leave accrual each year

(iii) Increase in rate of accrual of Rostered days off

(iv) Increase in wages

(v) Increase in training leave (Union or otherwise)

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

(d) result in the Employee being better off overall than the Employee would be if no arrangement (variation agreement) was made.

29.3 The Employer must also ensure that any such variation agreement is:

(a) Agreed to by the Union

(b) in writing (including details of the terms that will be varied, how the variation agreement 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 arrangement, and the day on which the arrangement commences)

(c) includes the name of the Employer and Employee

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

(e) provided to the Employee within 14 days after it is agreed to: and

(f) able to be terminated by either the Employer or Employee giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.

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

### 30. JOB SHARE

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

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

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

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

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

30.6 Superannuation and BERT payments will be calculated on a pro rata basis. As will any allowances that are calculated on a weekly basis.

30.7 Breaches of this clause will require the breaching Employer to back pay both employees as if employed fulltime 50 hours per week for the length of the Job Share agreement.

## PART 5 WAGES AND ALLOWANCES

### 31. WAGES

31.1 Employees must be paid wages in accordance with APPENDIX 1 from the first full pay period after the dates specified. Those rates include the following increases:

| Date | Percent |
|---|---|
| 1 July 2023 | 5% |
| 1 July 2024 | 5% |
| 1 July 2025 | 5% |
| 1 July 2026 | 5% |
| 1 July 2027 | 5% |

31.2 The wage rates detailed in APPENDIX 1 of this agreement are structured as follows:

(a) The wage rates detailed in APPENDIX 1 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 1 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 1.

31.3 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.

## 32. CLASSIFICATIONS

32.1 The Classification levels for Employees engaged under this agreement shall be read in accordance with the Award unless specifically amended by the terms of this Agreement. Classification levels, relativities, pay rates and other details are contained in APPENDIX 1.

**Marker/Setter Out**

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

**Higher Duties**

32.3 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.

**Health and Safety Representative**

32.4 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, or the Employee's usual classification. In addition, a HSR is entitled to an all-purpose hourly allowance for the life of this agreement as per the table at Appendix 2 – Health and Safety Representatives Allowance.

(a) For clarity, an Employee is only entitled to one all-purpose hourly allowance pursuant to clauses 32.4 and 32.5.

**Union Delegate**

32.5 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, or the Employees usual classification. In addition, a Union Delegate is entitled to an all-purpose hourly allowance for the life of this agreement as per the table at Appendix 2 – Delegate Allowance.

(a) For clarity, an Employee is only entitled to one all-purpose hourly allowance pursuant to clauses 32.4 and 32.5. Notwithstanding, no Union Delegate will suffer a reduction in pay as a result of the implementation of this clause.

## 33. SUPERANNUATION

33.1 It is agreed that the default fund under this agreement shall be BUSSQ.

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

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

| Date | 1/7/2022 | 1/7/2023 | 1/7/2024 | 1/7/2025 | 1/7/2026 |
|---|---|---|---|---|---|
| Super | $255/week | $285/week | $297/week | $310/week | $323/week |

33.4 On projects where the Total Cost of Work is $50m or greater, every Employee shall co-contribute by way of salary sacrifice the following minimum weekly amount:

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

33.5 The contributions in clauses 33.3 and 33.4 shall be in addition to all other entitlements prescribed by this Agreement.

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

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

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

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

33.10 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.

33.11 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 or NTBuild), public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.

33.12 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.

## 34. SALARY SACRIFICE ARRANGEMENTS

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

(a) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual Employee.

(b) An Employee wishing to enter into a salary sacrifice arrangement will be required to notify their 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.

## 35. INCOME PROTECTION AND PORTABLE UNUSED SICK LEAVE

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

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

*To be advised in accordance with 35.2*

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

35.2 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 clause 35.1 from the date determined by CIPQ will satisfy the Employer's obligations under clause 35.1.

35.3 If the Employer does not contribute to CIPQ the amount required under clause 35.1 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.

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

## 36. REDUNDANCY

36.1 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.

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

| 1 January 2022 | 1 July 2023 | 1 January 2024 | 1 January 2025 | 1 January 2026 | 1 January 2027 |
|---|---|---|---|---|---|
| $115.00 | $120.00 | $126.00 | $138.00 | $151.00 | $165 |

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

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

| 1 January 2022 | 1 July 2023 | 1 January 2024 | 1 January 2025 | 1 January 2026 | 1 January 2027 |
|---|---|---|---|---|---|
| $14.90 | $17.50 | $20.00 | $23.00 | $25.00 | $28.00 |

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

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

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

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

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

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

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

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

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

| Stage | 4 year Apprentice Percentage | 3 year Apprentice Percentage |
|---|---|---|
| 1st | 50% | 50% |
| 2nd | 60% | 70% |
| 3rd | 75% | 90% |
| 4th | 90% | N/A |

36.6 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 or NTBuild), public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.

36.7 Where the Employee's balance in the Employee's Redundancy fund reaches $20,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund or redirected to BUSSQ. 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.

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

## 37. ALLOWANCES

37.1 In addition to the wage rates prescribed in this Agreement, Employees shall be paid additional allowances as provided for by the Award. The rates for the various allowances shall be as provided below and/or in APPENDIX 2 of this Agreement.

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

**Fares and Travel Allowance**

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

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

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

(b) Employees engaged on projects valued under $50 million.

| Distance | 1/1/2023 | 1/7/2023 | 1/1/2024 | 1/1/2025 | 1/1/2026 | 1/1/2027 |
|---|---|---|---|---|---|---|
| Zone 1 | $20 | $30 per day | $35 per day | $37 per day | $39 per day | $41 per day |
| Zone 2 | N/A | $50 per day | $55 per day | $57 per day | $59 per day | $61 per day |

| | | | | | | |
|---|---|---|---|---|---|---|
| Zone 3 | N/A | $70 per day | $75 per day | $77 per day | $79 per day | $81 per day |

(c) Zone 2 and 3 only apply to employees who live further than 50Kms from their place of work.

(d) There shall exist zone borders at both 50kms, 100kms and 150kms from the business address where the employee is engaged. The business address where the employee is engaged will be the address listed in definitions under `Employer` or by written agreement with the Union.

(e) At the commencement of the project the radial distance from the business address to the project will be calculated.

(f) Employees will be paid the corresponding travel allowance based on the zone the project is located in relative to the business address where they are engaged. Appendix 2 contains visual representation to enable easier understanding of this clause.

(g) In the event that the Employer supplies a vehicle for travelling to and from work to the employee the amount of travel paid for zone 2 and 3 will be the difference between the relevant zone travelled too and the amount due from zone one. This shall be considered payment for distant travel.

(h) For clarity the fares and travel allowance under the applicable awards will not apply. The allowances for being sent to multiple jobs in a day as listed in Appendix 2 will continue to apply.

(i) Apprentices shall receive the following percentage of the amount detailed above:

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

**Leading Hand**

37.4 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**

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

(a) Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.

(b) Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.

(c) If the Employer does not supply meals then an allowance will be paid per meal in accordance with appendix 2 per meal not supplied.

(d) Where Employees are required to work on a project more than 150km from the business address where the Employee is engaged, this shall be referred to as distant work. Distant work shall only be undertaken with agreement from the Union. Such agreement will take into consideration daily travelling time and its effect on fatigue and may include an agreement to enact the distant works provision of this agreement where workers are required to travel less than 150km.

(e) Rosters for distant work shall be agreed in writing between the Employer and the Union before the distant work commences.

(f) Employees rostered for distant work must be notified in writing by the Employer. To ensure fatigue is managed safely, no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work. Notwithstanding any other requirements in this clause, no Employee will be required to be away from home for more than 3 weeks without returning home at the Employer's expense.

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

(i) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

(ii) the Employee's personal circumstances including any family responsibilities.

(iii) the needs of the workplace or enterprise;

(iv) the notice (if any) given by the Employer, and by the Employee of his or her intention to refuse it; and

(v) any other relevant matter.

(h) All time spent by Employees travelling to and from distant work will be paid as if worked during the time the travel is taken.

**Power Tools**

37.6 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 2 of this Agreement.

**Site Allowance**

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

| Value of Project | Site Allowance | Value of Project | Site Allowance |
|---|---|---|---|
| $50m-$80m | $1.70 | $500m-$600m | $6.00 |

| | | | |
|---|---|---|---|
| $80m-$100m | $2.50 | $600m-$700m | $7.00 |
| $100m-$200m | $3.50 | $700m-$800m | $8.00 |
| $200m-$300m | $4.50 | $800m-$900m | $9.00 |
| $300m-$400m | $5.00 | $900m-$1b | $10.00 |
| $400m-$500m | $5.50 | $1b + | $11.00 |

(a) Site Allowance is not subject to any premium or penalty and shall compensate for

(b) all disabilities other than:

(i) Heavy Blocks

(ii) Explosive

(iii) Powered Tools

(iv) Scaffolder's Licence Allowance

(v) Unbacked Insulation

(vi) Swing Stage

(vii) Height/ Multi Storey.

For these items the applicable rate in APPENDIX 2 will apply.

NB: the Living Away from Home Allowance, travel allowance, transfers during working hours and all allowances referred to in clause 37 of this Agreement are not disability allowances for the purposes of this clause.

**Height Allowance**

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

a) Where the Total Cost of Work is $50m or greater, height allowance shall be paid in accordance with the rates in Appendix 2 of this Agreement.

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

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

a) Up to the Employer’s contractual practical completion for the last separable portion of that project, and

b) Also, to any additional work that is continuous and carried out by the Employees of the Employer on that project post practical completion, that falls under the Employer’s original contract (for example defects work).

**Engagement of more than one mobile crane**

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

| Number of Cranes | 1/7/2022 | 1/7/2023 | 1/72024 | 1/7/2025 | 1/7/2026 |
|---|---|---|---|---|---|
| 2 | $4.42 | $4.64 | $4.87 | $5.12 | $5.37 |
| 3 | $8.50 | $8.92 | $9.37 | $9.84 | $10.33 |
| 4 | $13.07 | $13.72 | $14.41 | $15.13 | $15.89 |
| 5+ | $17.27 | $18.13 | $19.04 | $19.99 | $20.99 |

# PART 6 HOURS OF WORK

## 38. HOURS OF WORK

38.1 Appendix 2 contains a visual representation to aid in the interpretation of hours of work clauses under this document.

**Ordinary hours**

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

38.3 There must be allowed, without deduction of pay, a minimum rest break of 20 minutes between 9.00am and 11.00am in lieu of an afternoon rest pause.

**Start and Finish Times**

38.4 Typically, work should not commence later than 7.00am on any day unless prior written agreement has been reached with the Union.

38.5 Any hours worked between 4.00am and 6.00am will be paid at double time for the disability of starting early and accrue towards the ordinary hours for the day.

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

(a) provide not less than 48 hours' notice to affected Employees of the change to start and finish times;

(b) have regard to the intention of avoiding excessive overtime.

**Overtime**

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

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

38.8 Reflecting this intention, it is recognised that:

(a) The Employer is not restricted as to the setting of daily hours within the 50-hour general standard;

(b) Subject to written agreement with the Union a majority of Employees may agree to work on a Saturday following a Monday RDO, provided there is strict adherence with the rest of

this clause. Agreement will not unreasonably be withheld, and particular consideration shall be given to weeks where both RDOs and public holidays occur.

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

(a) any risk to Employee health and safety including the risk of fatigue i.e., excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees

(b) the Employee's personal circumstances including any family responsibilities

(c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and

(d) any other relevant matter.

**Overtime Penalty Rates**

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

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

**Shiftwork**

38.12 All shifts starting or finishing more than 2 hours outside of the ordinary hours of work will be classified as Shiftwork and be paid at double time for the entire shift.

38.13 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 6.00am and 6.00pm Monday to Friday. This does not apply to an early start which may occur between 4.00am and 6.00am on a regular day shift and will incur a penalty rate and count towards the ordinary hours for the day or a late finish between 6.00pm and 8.00pm.

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

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

38.16 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.

38.17 This clause will replace the Shiftwork clause under the Award.

**Easter and Christmas**

38.18 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. Any work undertaken during these periods will be by written agreement with the Union.

## 39. EMPLOYEE ROSTERED DAY OFF

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

39.2 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 contained in APPENDIX 3. The purpose of this calendar is to ensure workers and site management manage their fatigue levels, thereby encouraging safer and more productive Projects. Calendars for years not contained in this agreement will be published by the Union when the Holiday and School Terms are released by the Queensland Government.

39.3 Payment for RDOs will include an entitlement to the daily fares and travel allowance.

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

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

39.6 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.

39.7 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),

(b) The Employer must consult with the affected Employee(s); and

(c) All work on RDO`s will only occur by agreement between the Employer and the Union. Such agreement will be in writing.

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

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

(a) any risk to Employee health and safety including the risk of fatigue i.e., excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees

(b) the Employee's personal circumstances including any family responsibilities

(c) any other relevant matter.

39.10 Where the procedure in clause 39.7 above has been followed and at least seven days' notice has been provided to Employees to work on the RDO, Employee's must be paid for at 200% of the rate applicable for the Employee's classification in the Agreement, with a minimum payment for 8 hours, for that RDO. Where the procedure in clause 39.7 above has not been followed or less than 7 days' notice has been provided to Employees to work on the RDO, Employee's must

be paid at 250% of the rate applicable for the Employee's classification in the Agreement, with a minimum payment of 8 hours, for that RDO.

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

39.12 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.

### 40. PRODUCTIVITY SCHEMES

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

## PART 7 LEAVE

### 41. LEAVE

**Annual leave**

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

41.2 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.

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

41.4 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%.

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

**Personal leave**

41.6 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)

(c) for cultural purposes as defined in clause 8.6 of this agreement; or

(d) compassionate leave.

41.7 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.

41.8 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.

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

**Parental leave**

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

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

(a) Where the employee is to be the primary care giver, pay the equivalent of the difference between the Government paid parental leave scheme and the employees normal take home pay for a period of four (4) weeks.

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

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

**Compassionate leave**

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

**Community Service Leave**

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

**Long Service Leave**

41.15 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**

41.16 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**

41.17 Employee entitled to be absent on public holiday.

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

41.19 Reasonable requests to work on public holidays.

(a) The Employer may request an Employee to work on a public holiday if the request is reasonable. Further, written agreement must be reached between the Employer and the Union for any work on public holidays.

(b) If the Employer requests an Employee to work on a public holiday, the Employee may refuse the request if

(i) the request is not reasonable; or

(ii) the refusal is reasonable.

41.20 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.

41.21 All work done by any employee on:

- 1st January
- 26th January
- Good Friday
- Easter Saturday (the day after Good Friday)
- Easter Sunday
- Easter Monday
- 25th April (Anzac Day)
- May Day
- 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.

41.22 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.

## 42. FAMILY VIOLENCE LEAVE

**General Principles**

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

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

**Definition of Family and/or Domestic Violence**

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

(a) is physically or sexually abusive; or

(b) is emotionally or psychologically abusive; or

(c) is economically abusive; or

(d) is threatening; or

(e) is coercive; or

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

(g) causes a child to hear or witness, or otherwise be exposed to the effects of, such behavior.

**Family and/or Domestic Violence Leave**

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

(a) attending legal proceedings, counselling, appointments with a medical or legal practitioner

(b) relocation or making other safety arrangements; or

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

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

(a) accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner

(b) assisting with relocation or other safety arrangements; or

(c) other activities associated with the family and/or domestic violence including caring for children.

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

42.7 Upon exhaustion of the leave entitlement in clause 42.4, Employees will be entitled to up to [2] days unpaid family and/or domestic violence leave on each occasion.

**Notice and Evidentiary Requirements**

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

42.9 If required by the Employer, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 42.4. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.

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

**Individual Support**

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

(a) changes to their span of hours or pattern or hours and/or shift patterns

(b) job redesign or changes to duties

(c) relocation to suitable employment within the Employer

(d) a change to their telephone number or email address to avoid harassing contact; or

(e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

# PART 8 TERMINATION

## 43. TERMINATION

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

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

**Performance/General Misconduct**

43.3 In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following 3 step counselling procedure will be applied. This procedure does not apply for Redundancy situations. An Employee may elect at any step to have their Employee Representative or any other person or persons of their 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.

43.4 Step 1- First Written Warning

(a) The Employer will have a discussion with the Employee, and the Employer will advise the Employee of the problems that the Employer believes exist in relation to the Employee's conduct. If appropriate the Employer will then issue a written warning detailing:

(i) The issues of concern; and

(ii) The standards of improvement required.

43.5 Step 2- Final Written Warning

(a) If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Employer will have a further discussion with the Employee in which it will advise the Employee of the problems the Employer believes exists in relation to the Employee's conduct. If appropriate the Employer will then issue a final written warning detailing:

(i) The issues of concern; and

(ii) The standards of improvement required; and

(iii) That it is a final written warning and that failure to meet the standards of improvement stated therein may lead to dismissal.

(b) If an Employee does not repeat the same offence which produced the need for the final warning, within 6 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for dismissal.

43.6 Step 3- Dismissal

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

43.7 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.

43.8 The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two business days of termination, or the Employee shall be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday). This claim shall be regardless of whether or not the Employee remains on the job).

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

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

43.11 The Employer shall notify all funds upon termination of an Employee. This will include informing Qleave of time served.

# PART 9 REPRESENTATION

## 44. UNION DELEGATE

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

(a) the right to be treated fairly and to perform their role without any discrimination in their employment

(b) for the Union Delegate to represent an Employee were requested in relation to a grievance, dispute or a discussion with a member of the Union

(c) the right to place information related to permitted matters in prominent locations in the workplace except that the material must not breach freedom of association, privacy and other applicable laws

(d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace

(e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace

(f) the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts

(g) the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts

(h) the right for reasonable time off to attend accredited union education

(i) the right to take reasonable leave to work with the Union

(j) the right to have reasonable time off to participate in the operation of the Union

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

## 45. UNION DELEGATE FACILITIES

45.1 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 their functions in a professional and timely manner. The facilities shall include:

(a) a telephone

(b) an iPad equipped with mobile Internet access

(c) a table and chairs

(d) a filing cabinet

(e) air-conditioning/heating

(f) access to stationery and other administrative facilities, including use of facsimile, use of e-mail, (if available on site), following consultation between the Union Delegate and Site Management

(g) a private lockable area.

## 46. UNION TRAINING LEAVE

46.1 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.

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

46.3 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.

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

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

46.6 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.

46.7 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.

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

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

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

## 47. UNION RIGHTS PROMOTING REPRESENTATION OF MEMBERS

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

47.2 Any company representative who discourages an employee from becoming a financial member of the Union breaches the intent of this agreement.

47.3 The company must invite the Union Delegate to attend every company induction for new Employees and to address Employees for at least half an hour per attendance.

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

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

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

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

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

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

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

# PART 10 COMPLIANCE

## 48. TIME AND WAGE RECORDS

48.1 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 RDOs, personal leave, annual leave, etc;

(m) Details of the Employer BUSSQ contribution;

(n) Details of the Employer BERT contribution, including the amount;

(o) Details of the Employer CIPQ payment, including the amount;

(p) Details of the Employees BEWT payment, including and the amount.

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

(a) The Employee’s date of birth;

(b) date when the Employee became an Employee of the Employer, if appropriate, the date when the Employee ceased employment with the Employer;

(c) The Employee’s tax file number;

(d) The Employee’s number;

(e) The Employee's BERT number;

(f) The Employee's QLeave or NTBuild number;

(g) The Employee's CIPQ number;

(h) Daily details of work including:

(i) Daily start time and finish time;

(ii) Time lunch and crib breaks taken;

(iii) Total ordinary hours worked and resulting wage;

(iv) Total time and a half hours worked and resulting wage;

(v) Total double time hours worked and resulting wage;

(i) Details of allowances paid;

(j) Details and payment for RDOs, Personal and annual leave, public holidays;

(k) Details of deductions;

(l) Details of additions;

(m) Total gross allowances paid per week and year to date;

(n) Total gross wages paid per week and year to date;

(o) Tax deducted from wages per week and year to date;

(p) Net wages per week and year to date;

(q) RDOs, sick and annual leave accrued per week and year to date;

(r) Superannuation, BERT, BEWT, and CIPQ paid per week and year to date.

## 49. SHAM CONTRACTING

49.1 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.

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

49.3 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.

49.4 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

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

49.6 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; and

(b) the Site Allowance (if applicable); and

(c) the multi-story allowance (if applicable); and

(d) Superannuation (BUSSQ), BERT, CIPQ and BEWT.

## 50. SECURITY OF PAYMENTS

50.1 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.

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

50.3 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.

50.4 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; and

(c) have a documented dispute settlement process in accordance with all applicable legislative requirements that details how disputes about payments will be resolved, includes a referral process to an independent adjudicator for determination if the dispute cannot be resolved between the parties and must comply with that process; and

(d) as far as practicable, ensure that disputes about payments are resolved in a reasonable, timely and cooperative way.

(e) Principal contractors and contractors will ensure reasonable allowance is included in contracts taking into account historic weather conditions and forecast rainfall.

(f) The Employer will keep records demonstrating its compliance with clause 50.4 above. The Employer will, within 7 days of receiving a written request from the Union who has a reasonable belief of a non-compliance with clause 50.4 above, provide evidence demonstrating its compliance. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

## 51. TEMPORARY FOREIGN LABOUR

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

51.2 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 to ensure the job security of the Employees covered by this Agreement.

51.3 The Employer will not engage temporary foreign labour unless:

(a) the position is first advertised in Australia; and

(b) the advertising was targeted in such a way that a significant proportion of suitably qualified and experienced Australian citizens and Australian permanent residents (within the meaning of the Migration Act 1958 (Cth) would be likely to be informed about the position; and

(c) any skills or experience requirements set out in the advertising were appropriate to the position; and

(d) the employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job; and

(e) temporary foreign labour will be engaged in accordance with this Agreement, and

(f) Written agreement has been reached with the Union.

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

51.5 Where an 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.

## 52. QUALITY BUILDING MATERIALS

52.1 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; or

(b) does not, or will not, comply with relevant regulatory provisions; or

(c) does not perform, or is not capable of performing, for the use to the standard represented.

52.2 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.

52.3 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.

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

52.5 The Employer will, within 7 days of receiving a written request from the Union, provide a copy of the records which it is required to be keep pursuant to the previous clause 52.4 above.

## 53. COMPLIANCE WITH THIS AGREEMENT

53.1 Complaints, queries and concerns regarding entitlements paid in relation to the Award 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. Relevant Union Officials shall be provided access to time and wages records in accordance with the FW Act.

53.2 The Employer will conduct an audit using the Audit Form provided for in APPENDIX 6 to confirm compliance with:

(a) Awards and workplace arrangements which have been certified, registered or otherwise approved under the relevant industrial legislation.

(b) Legislative requirements such as:

(i) the Fair Work Act 2009; or

(ii) QLD/NT Workers Compensation; or

(iii) Superannuation; and

(iv) Long Service Leave.

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

## 54. POSTING OF AGREEMENT AND NOTICES

54.1 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.

## 55. SEVERABILITY

55.1 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 1 – RATES OF PAY

| CONSTRUCTION WORKER CLASSIFICATIONS AND RATES OF PAY | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Level** | **Occupations** | **From** | **1/07/2023** | **1/07/2024** | **1/07/2025** | **1/07/2026** | **1/07/2027** |
| CW8 | Supervisor | p/w | $2,319.50 | $2,435.48 | $2,557.25 | $2,685.11 | $2,819.37 |
| | | p/h | $64.43 | $67.65 | $71.03 | $74.59 | $78.32 |
| CW7 | Tower Crane Operator, Tower Crane Rigger, Hoist Rigger, Supervisor (Sub-Foreperson) | p/w | $2,226.72 | $2,338.06 | $2,454.96 | $2,577.71 | $2,706.59 |
| | | p/h | $61.85 | $64.95 | $68.19 | $71.60 | $75.18 |
| CW6 | Trainer | p/w | $2,133.94 | $2,240.64 | $2,352.67 | $2,470.30 | $2,593.82 |
| | | p/h | $59.28 | $62.24 | $65.35 | $68.62 | $72.05 |
| CW5 | Special Class Trades, Special Class Dogman (as defined), Refractory Bricklayer, Carver | p/w | $2,041.16 | $2,143.22 | $2,250.38 | $2,362.90 | $2,481.05 |
| | | p/h | $56.70 | $59.53 | $62.51 | $65.64 | $68.92 |
| CW4 | Signwriter | p/w | $1,948.38 | $2,045.80 | $2,148.09 | $2,255.50 | $2,368.27 |
| | | p/h | $54.12 | $56.83 | $59.67 | $62.65 | $65.79 |
| CW4 | Marker Setter Out, Letter Cutter, WHSO, Union delegate | p/w | $2,040.99 | $2,143.04 | $2,250.19 | $2,362.70 | $2,480.84 |
| | | p/h | $56.69 | $59.53 | $62.51 | $65.63 | $68.91 |
| CW4 | Mobile Concrete Boom Pump Operator | p/w | $1,948.38 | $2,045.80 | $2,148.09 | $2,255.50 | $2,368.27 |
| | | p/h | $54.12 | $56.83 | $59.67 | $62.65 | $65.79 |
| CW3 | Carpenters/Joiners, Stonemason, Other Qualified Tradesperson* | p/w | $1,948.21 | $2,045.62 | $2,147.90 | $2,255.30 | $2,368.06 |
| | | p/h | $54.12 | $56.82 | $59.66 | $62.65 | $65.78 |
| CW3 | Floor layers, Plasterers, Tilers, Tuck-pointers | p/w | $1,934.98 | $2,031.73 | $2,133.32 | $2,239.98 | $2,351.98 |
| | | p/h | $53.75 | $56.44 | $59.26 | $62.22 | $65.33 |
| CW3 | Bricklayers, Water-proofers | p/w | $1,924.78 | $2,021.01 | $2,122.07 | $2,228.17 | $2,339.58 |
| | | p/h | $53.47 | $56.14 | $58.95 | $61.89 | $64.99 |
| CW3 | Slater, Ridge or Roof Fixer, Roof Tiler | p/w | $1,908.52 | $2,003.95 | $2,104.15 | $2,209.35 | $2,319.82 |
| | | p/h | $53.01 | $55.67 | $58.45 | $61.37 | $64.44 |
| CW3 | Painters, Glaziers, Installers | p/w | $1,855.60 | $1,948.38 | $2,045.80 | $2,148.09 | $2,255.50 |
| | | p/h | $51.54 | $54.12 | $56.83 | $59.67 | $62.65 |
| CW3 | Rigger, Dogman, Employees with AQF 3 certificates (even if Employee job mentioned in lower classification), Mobile Concrete Line Pump Operators, Concrete Cutter (+ 6 months experience) | p/w | $1,889.62 | $1,984.10 | $2,083.31 | $2,187.47 | $2,296.85 |
| | | p/h | $52.49 | $55.11 | $57.87 | $60.76 | $63.80 |
| CW2 | Scaffolder, Powder Monkey, Hoist & Winch Driver, Foundation Shaftsman, Steelfixer (including Tack Welder), Concrete Finisher, Traffic Controller, Gatemen / Security Guard, Pump Line Hand, Post Tensioning, Caulkers/Joint Sealers | p/w | $1,781.38 | $1,870.45 | $1,963.97 | $2,062.17 | $2,165.28 |
| | | p/h | $49.48 | $51.96 | $54.55 | $57.28 | $60.15 |
| CW1 | Skilled Labourer, Formwork Labourer, Truck Delivery Driver and Others | p/w | $1,714.58 | $1,800.31 | $1,890.32 | $1,984.84 | $2,084.08 |
| | | p/h | $47.63 | $50.01 | $52.51 | $55.13 | $57.89 |

| APPRENTICE RATES OF PAY (4 Year) |
|---|

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| Stage | Occupations | From | 1/07/2023 | 1/07/2024 | 1/07/2025 | 1/07/2026 | 1/07/2027 |
|---|---|---|---|---|---|---|---|
| 4 | Apprenticeship (90% of CW3) | p/w | $1,670.04 | $1,753.54 | $1,841.22 | $1,933.28 | $2,029.95 |
| | | p/h | $46.39 | $48.71 | $51.15 | $53.70 | $56.39 |
| 3 | Apprenticeship (75% of CW3) | p/w | $1,320.54 | $1,320.54 | $1,320.54 | $1,320.54 | $1,320.54 |
| | | p/h | $38.66 | $40.59 | $42.62 | $44.75 | $46.99 |
| 2 | Apprenticeship (60% of CW3) | p/w | $1,056.43 | $1,056.43 | $1,056.43 | $1,056.43 | $1,056.43 |
| | | p/h | $30.93 | $32.47 | $34.10 | $35.80 | $37.59 |
| 1 | Apprenticeship (50% of CW3) | p/w | $927.80 | $974.19 | $1,022.90 | $1,074.05 | $1,127.75 |
| | | p/h | $25.77 | $27.06 | $28.41 | $29.83 | $31.33 |

| APPRENTICE RATES OF PAY (3 year) | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Stage** | **Occupations** | **From** | **1/07/2023** | **1/07/2024** | **1/07/2025** | **1/07/2026** | **1/07/2027** |
| 3 | Apprenticeship (90% of CW3) | p/w | $1,670.04 | $1,753.54 | $1,841.22 | $1,933.28 | $2,029.95 |
| | | p/h | $46.39 | $48.71 | $51.15 | $53.70 | $56.39 |
| 2 | Apprenticeship (70% of CW3) | p/w | $1,298.92 | $1,363.87 | $1,432.06 | $1,503.66 | $1,578.85 |
| | | p/h | $36.08 | $37.89 | $39.78 | $41.77 | $43.86 |
| 1 | Apprenticeship (50% of CW3) | p/w | $927.80 | $974.19 | $1,022.90 | $1,074.05 | $1,127.75 |
| | | p/h | $25.77 | $27.06 | $28.41 | $29.83 | $31.33 |

**TRAINEE WAGES**

**Persons undertaking a Trainees hip will receive either the following rates or remain at their existing level, whichever is the greate r:**

| Stage | Occupations | From | 1/07/2023 | 1/07/2024 | 1/07/2025 | 1/07/2026 | 1/07/2027 |
|---|---|---|---|---|---|---|---|
| 5 | Traineeship (100% of CW3) | p/w | $1,855.60 | $1,948.38 | $2,045.80 | $2,148.09 | $2,255.50 |
| | | p/h | $51.54 | $54.12 | $56.83 | $59.67 | $62.65 |
| 4 | Traineeship (CW2 - 96% of CW3) | p/w | $1,781.38 | $1,870.45 | $1,963.97 | $2,062.17 | $2,165.28 |
| | | p/h | $49.48 | $51.96 | $54.55 | $57.28 | $60.15 |
| 3 | Traineeship (CW1 - 92.4% of CW3) | p/w | $1,714.58 | $1,800.31 | $1,890.32 | $1,984.84 | $2,084.08 |
| | | p/h | $47.63 | $50.01 | $52.51 | $55.13 | $57.89 |
| 2 | Traineeship (CW1(b) - 88% of CW3) | p/w | $1,632.93 | $1,714.58 | $1,800.31 | $1,890.32 | $1,984.84 |
| | | p/h | $45.36 | $47.63 | $50.01 | $52.51 | $55.13 |
| 1 | Traineeship (New Entrant - 82% of CW3) | p/w | $1,521.59 | $1,597.67 | $1,677.56 | $1,761.43 | $1,849.51 |
| | | p/h | $42.27 | $44.38 | $46.60 | $48.93 | $51.38 |

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

| EARTHMOVERS CLASSIFICATIONS – RATES OF PAY | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Level** | **Occupations** | **From** | **1/07/2023** | **1/07/2024** | **1/07/2025** | **1/07/2026** | **1/07/2027** |
| CW3 | Bobcat, Pile Driver | p/w | $1,814.59 | $1,905.32 | $2,000.58 | $2,100.61 | $2,205.64 |
| | | p/h | $50.40 | $52.92 | $55.57 | $58.34 | $61.26 |
| CW4 | Backhoe, Drott, Vibrating Roller, Front Mini Excavator | p/w | $1,873.35 | $1,967.01 | $2,065.37 | $2,168.63 | $2,277.06 |
| | | p/h | $52.03 | $54.63 | $57.36 | $60.23 | $63.24 |
| CW5 | Bulldozer, Scraper Excavator, Grader, Front end loader over 2.25mtrs | p/w | $1,952.96 | $2,050.61 | $2,153.14 | $2,260.79 | $2,373.83 |
| | | p/h | $54.23 | $56.94 | $59.79 | $62.78 | $65.92 |
| CW6 | Final Trim Grader | p/w | $2,026.26 | $2,127.57 | $2,233.95 | $2,345.65 | $2,462.93 |
| | | p/h | $56.27 | $59.08 | $62.04 | $65.14 | $68.40 |

| MOBILE HYDRAULIC PLATFORMS CLASSIFICATIONS - RATES OF PAY | | | | | | |
|---|---|---|---|---|---|---|
| MOBILE HYDRAULIC PLATFORMS | | | | | | |
| **Occupations** | **From** | **1/07/2023** | **1/07/2024** | **1/07/2025** | **1/07/2026** | **1/07/2027** |
| Trainee (as defined) | p/w | $1,795.02 | $1,884.77 | $1,979.01 | $2,077.96 | $2,181.85 |
| | p/h | $49.86 | $52.36 | $54.98 | $57.72 | $60.61 |
| Boom length up to and including 11 metres (including trainees) | p/w | $1,803.85 | $1,894.04 | $1,988.74 | $2,088.18 | $2,192.59 |
| | p/h | $50.11 | $52.61 | $55.24 | $58.00 | $60.90 |
| Boom length over 11 metres and up to 17 metres | p/w | $1,885.99 | $1,980.29 | $2,079.30 | $2,183.27 | $2,292.43 |
| | p/h | $52.40 | $55.01 | $57.77 | $60.65 | $63.69 |
| Boom length over 17 metres and up to 23 metres | p/w | $1,939.70 | $2,036.68 | $2,138.52 | $2,245.44 | $2,357.71 |
| | p/h | $53.89 | $56.58 | $59.41 | $62.38 | $65.50 |
| Boom length over 23 metres and up to 28 metres | p/w | $2,002.88 | $2,103.02 | $2,208.17 | $2,318.58 | $2,434.51 |
| | p/h | $55.63 | $58.41 | $61.33 | $64.40 | $67.62 |
| Unit equipped with underbridge unit | p/w | $2,002.88 | $2,103.02 | $2,208.17 | $2,318.58 | $2,434.51 |
| | p/h | $55.63 | $58.41 | $61.33 | $64.40 | $67.62 |

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## MOBILE CRANE CLASSIFICATIONS - RATES OF PAY

### MOBILE CRANES

| Occupations | From | 1/07/2023 | 1/07/2024 | 1/07/2025 | 1/07/2026 | 1/07/2027 |
|---|---|---|---|---|---|---|
| Up to 20 tonnes | p/w | $1,932.60 | $2,029.23 | $2,130.69 | $2,237.22 | $2,349.09 |
| | p/h | $53.69 | $56.37 | $59.19 | $62.15 | $65.26 |
| Over 20 tonnes and up to 60 tonnes | p/w | $1,993.66 | $2,093.34 | $2,198.01 | $2,307.91 | $2,423.30 |
| | p/h | $55.38 | $58.15 | $61.05 | $64.11 | $67.31 |
| Over 60 tonnes and up to 100 tonnes | p/w | $2,053.54 | $2,156.21 | $2,264.03 | $2,377.23 | $2,496.09 |
| | p/h | $57.05 | $59.90 | $62.89 | $66.04 | $69.34 |
| Over 100 tonnes and up to 200 tonnes | p/w | $2,109.31 | $2,214.78 | $2,325.52 | $2,441.79 | $2,563.88 |
| | p/h | $58.59 | $61.52 | $64.60 | $67.83 | $71.22 |
| Over 200 tonnes and up to 300 tonnes | p/w | $2,216.16 | $2,326.97 | $2,443.32 | $2,565.48 | $2,693.76 |
| | p/h | $61.55 | $64.63 | $67.86 | $71.25 | $74.82 |
| Over 300 tonnes and up to 400 tonnes | p/w | $2,261.34 | $2,374.41 | $2,493.13 | $2,617.79 | $2,748.68 |
| | p/h | $62.83 | $65.97 | $69.27 | $72.74 | $76.37 |
| Over 400 tonnes and up to 500 tonnes | p/w | $2,321.24 | $2,437.30 | $2,559.16 | $2,687.12 | $2,821.48 |
| | p/h | $64.49 | $67.72 | $71.10 | $74.66 | $78.39 |
| Over 500 tonnes and up to 600 tonnes | p/w | $2,397.65 | $ 2,517.54 | $2,643.41 | $2,775.58 | $2,914.36 |
| | p/h | $66.60 | $69.93 | $73.43 | $77.10 | $80.95 |
| Over 600 tonnes and up to 700 tonnes | p/w | $2,453.98 | $2,576.67 | $2,705.51 | $2,840.78 | $2,982.82 |
| | p/h | $68.17 | $71.57 | $75.15 | $78.91 | $82.86 |
| Over 700 tonnes (+$1.59 for every 100 tonnes above 700 tonnes) | p/w | $2,514.46 | $2,640.18 | $2,772.19 | $2,910.80 | $3,056.34 |
| | p/h | $69.85 | $73.34 | $77.01 | $80.86 | $84.90 |
| Rigger, dogman | p/w | $1,887.73 | $1,982.12 | $2,081.22 | $2,185.29 | $2,294.55 |
| | p/h | $52.44 | $55.06 | $57.81 | $60.70 | $63.74 |

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| PILING CLASSIFICATIONS - RATES OF PAY | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Level** | **Occupations** | **From** | **1/07/2023** | **1/07/2024** | **1/07/2025** | **1/07/2026** | **1/07/2027** |
| CW7 | Senior Supervisor | p/w | $2,162.38 | $2,270.50 | $2,384.02 | $2,503.23 | $2,628.39 |
| | | p/h | $60.06 | $63.06 | $66.22 | $69.53 | $73.00 |
| CW6 | Working Supervisor | p/w | $2,072.37 | $2,175.99 | $2,284.79 | $2,399.03 | $2,518.98 |
| | | p/h | $57.56 | $60.44 | $63.46 | $66.63 | $69.97 |
| CW5 | Junior Supervisor | p/w | $1,982.22 | $2,081.33 | $2,185.40 | $2,294.67 | $2,409.40 |
| | | p/h | $55.06 | $57.82 | $60.71 | $63.74 | $66.93 |
| CW4 | Senior Foundation Operator (SFO) | p/w | $1,904.25 | $1,999.46 | $2,099.43 | $2,204.41 | $2,314.63 |
| | | p/h | $52.89 | $55.53 | $58.31 | $61.23 | $64.29 |
| CW3 | Foundation Operator (FO) | p/w | $1,848.97 | $1,941.41 | $2,038.49 | $2,140.41 | $2,247.43 |
| | | p/h | $51.37 | $53.93 | $56.63 | $59.46 | $62.44 |
| CW3 | Foundation Labourer - Skilled (FSL) | p/w | $1,848.97 | $1,941.41 | $2,038.49 | $2,140.41 | $2,247.43 |
| | | p/h | $51.37 | $53.93 | $56.63 | $59.46 | $62.44 |
| CW2 | Foundation Labourer 2 (FL2) | p/w | $1,774.93 | $1,863.68 | $1,956.86 | $2,054.70 | $2,157.44 |
| | | p/h | $49.31 | $51.77 | $54.36 | $57.08 | $59.93 |
| CW1 | Foundation Labourer 1 (FL1) | p/w | $1,708.50 | $1,793.92 | $1,883.62 | $1,977.80 | $2,076.69 |
| | | p/h | $47.45 | $49.82 | $52.31 | $54.93 | $57.68 |

## APPENDIX 2 -ALLOWANCES

| ALLOWANCE TITLE | From Commencement | From 1/07/2023 | From 1/07/2024 | From 1/07/2025 | From 1/07/2026 | From 1/07/2027 |
|---|---|---|---|---|---|---|
| Acid work | $2.59 | $2.72 | $2.86 | $3.00 | $3.15 | $3.31 |
| Asbestos | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Asbestos eradication | $3.18 | $3.34 | $3.51 | $3.68 | $3.87 | $4.06 |
| Bagging | $0.90 | $0.95 | $0.99 | $1.04 | $1.09 | $1.15 |
| Bitumen | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| laying or lifting other than standard bricks Over 5kg but under 9kg | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Over 9kg but under 18kg | $1.77 | $1.86 | $1.95 | $2.05 | $2.15 | $2.26 |
| 18kg and over | $2.47 | $2.59 | $2.72 | $2.86 | $3.00 | $3.15 |
| Certificate allowance | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Cleaning down brickwork | $0.91 | $0.96 | $1.00 | $1.05 | $1.11 | $1.16 |
| Cold work | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Computing quantities | $7.08 | $7.43 | $7.81 | $8.20 | $8.61 | $9.04 |
| Confined spaces | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Cutting tiles | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Delegate Allowance | $2.39 | $2.51 | $2.63 | $2.77 | $2.91 | $3.06 |
| Dirty work | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Dry polishing of tiles | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Explosive power tools | $2.32 | $2.44 | $2.56 | $2.69 | $2.82 | $2.96 |
| First-aid attendant (minimum qualification) per day | $4.15 | $4.36 | $4.58 | $4.80 | $5.04 | $5.30 |
| Higher first aid cert. (per day) | $6.55 | $6.88 | $7.22 | $7.58 | $7.96 | $8.36 |
| Furnace work | $2.57 | $2.70 | $2.83 | $2.98 | $3.12 | $3.28 |
| Higher work- Painting trades | $0.91 | $0.96 | $1.00 | $1.05 | $1.11 | $1.16 |
| Hot work between 46-54 Degrees Celsius | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Health and Safety Representative Allowance | $2.39 | $2.51 | $2.63 | $2.77 | $2.91 | $3.06 |
| Exceeding 54 degrees | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Insulation | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Laser user and allowance (per day) | $4.06 | $4.26 | $4.48 | $4.70 | $4.93 | $5.18 |
| Living away from home allowance (per day) | $83.03 | $87.18 | $91.54 | $96.12 | $100.92 | $105.97 |
| Return trip transport Employee/tools (per return trip) | $33.06 | $34.71 | $36.45 | $38.27 | $40.18 | $42.19 |
| Leading hand not more than 1 | $0.76 | $0.80 | $0.84 | $0.88 | $0.92 | $0.97 |
| Leading hand 2 and not more than 5 | $1.65 | $1.73 | $1.82 | $1.91 | $2.01 | $2.11 |
| Leading hand 6 and not more than 10 | $2.10 | $2.21 | $2.32 | $2.43 | $2.55 | $2.68 |
| Leading hand more than 10 | $2.79 | $2.93 | $3.08 | $3.23 | $3.39 | $3.56 |
| Meal allowance (per instance) | $20.34 | $21.36 | $22.42 | $23.55 | $24.72 | $25.96 |
| Multi-storey (Height): commencement to 15th floor | $1.38 | $1.45 | $1.52 | $1.60 | $1.68 | $1.76 |
| **ALLOWANCE TITLE** | From | From | From | From | From | From |

| | Commencement | 1/07/2023 | 1/07/2024 | 1/07/2025 | 1/07/2026 | 1/07/2027 |
|---|---|---|---|---|---|---|
| Multi-storey (Height): 16th to 30th | $1.64 | $1.72 | $1.81 | $1.90 | $1.99 | $2.09 |
| Multi-storey (Height): 31st to 45th | $2.55 | $2.68 | $2.81 | $2.95 | $3.10 | $3.25 |
| Multi-storey (Height): 46th to 60th | $3.30 | $3.47 | $3.64 | $3.82 | $4.01 | $4.21 |
| Multi-storey (Height): 61st and onwards | $4.03 | $4.23 | $4.44 | $4.67 | $4.90 | $5.14 |
| Plaster or composition spray | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Power Tools | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Roof repairs | $0.90 | $0.95 | $0.99 | $1.04 | $1.09 | $1.15 |
| Roof repairs over 15 metres eaves pitch over 35 degrees | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Roof repairs over 15 metres eaves pitch over 40 degrees | $1.76 | $1.85 | $1.94 | $2.04 | $2.14 | $2.25 |
| Second hand timber (per day) | $3.84 | $4.03 | $4.23 | $4.45 | $4.67 | $4.90 |
| Slushing | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Spray application- Painters | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Swing scaffold (including Bosuns Chair) first 4 hours 0-15 storeys | $7.08 | $7.43 | $7.81 | $8.20 | $8.61 | $9.04 |
| Swing scaffold (including Bosuns Chair) after 4 hours 0-15 storeys | $1.48 | $1.55 | $1.63 | $1.71 | $1.80 | $1.89 |
| Swing scaffold (including Bosuns Chair) first 4 hours 16-30 storeys | $9.11 | $9.57 | $10.04 | $10.55 | $11.07 | $11.63 |
| Swing scaffold (including Bosuns Chair) after 4 hours 16-30 storeys | $1.92 | $2.02 | $2.12 | $2.22 | $2.33 | $2.45 |
| Swing scaffold (including Bosuns Chair) first 4 hours 31-45 storeys | $10.78 | $11.32 | $11.88 | $12.48 | $13.10 | $13.76 |
| Swing scaffold (including Bosuns Chair) after 4 hours 31-45 storeys | $2.27 | $2.38 | $2.50 | $2.63 | $2.76 | $2.90 |
| Swing scaffold (including Bosuns Chair) first 4 hours 46-60 storeys | $17.66 | $18.54 | $19.47 | $20.44 | $21.47 | $22.54 |
| Swing scaffold (including Bosuns Chair) after 4 hours 46-60 storeys | $3.71 | $3.90 | $4.09 | $4.29 | $4.51 | $4.74 |
| Swing scaffold (including Bosuns Chair) first 4 hours greater than 60 storeys | $22.52 | $23.65 | $24.83 | $26.07 | $27.37 | $28.74 |
| Swing scaffold (including Bosuns Chair) after 4 hours greater than 60 storeys | $4.73 | $4.97 | $5.21 | $5.48 | $5.75 | $6.04 |
| Tool Allowance: Artificial stoneworker, Stonemason, Carpenter and/or Joiner, Carver, Letter cutter, Marble and Slate Employee, Marker and Setter Out, Plumber, Special Class Tradesperson | $2.45 | $2.57 | $2.70 | $2.84 | $2.98 | $3.13 |
| Tool Allowance: Caster, Fixer, Floor layer specialist, Plasterer, Tiler | $2.10 | $2.21 | $2.32 | $2.43 | $2.55 | $2.68 |
| Tool Allowance: Bricklayer, Waterproofer | $1.83 | $1.92 | $2.02 | $2.12 | $2.22 | $2.34 |
| Tool Allowance: Roof Tilers, Slate Ridge, or Roof Fixer | $1.40 | $1.47 | $1.54 | $1.62 | $1.70 | $1.79 |
| Tool Allowance: Scaffolder, Rigger, Steelfixer, Concreter | $0.90 | $0.95 | $0.99 | $1.04 | $1.09 | $1.15 |

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| ALLOWANCE TITLE | From Commencement | From 1/07/2023 | From 1/07/2024 | From 1/07/2025 | From 1/07/2026 | From 1/07/2027 |
|---|---|---|---|---|---|---|
| Tool Allowance: Painter, Glazier, Licensed Drainer, Signwriter | $0.80 | $0.84 | $0.88 | $0.93 | $0.97 | $1.02 |
| Towers allowance | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Toxic substances working in close proximity | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Toxic substances (working with) | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Underground allowance (per week) | $21.02 | $22.07 | $23.17 | $24.33 | $25.55 | $26.83 |
| Underground allowance (per day or shift or part thereof) | $4.23 | $4.44 | $4.66 | $4.90 | $5.14 | $5.40 |
| Wet concrete or campo | $0.90 | $0.95 | $0.99 | $1.04 | $1.09 | $1.15 |
| Wet work | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Transfers during working hours (per Km) | $1.44 | $1.51 | $1.59 | $1.67 | $1.75 | $1.84 |

*Please note all allowances are listed by hourly rate unless noted otherwise.

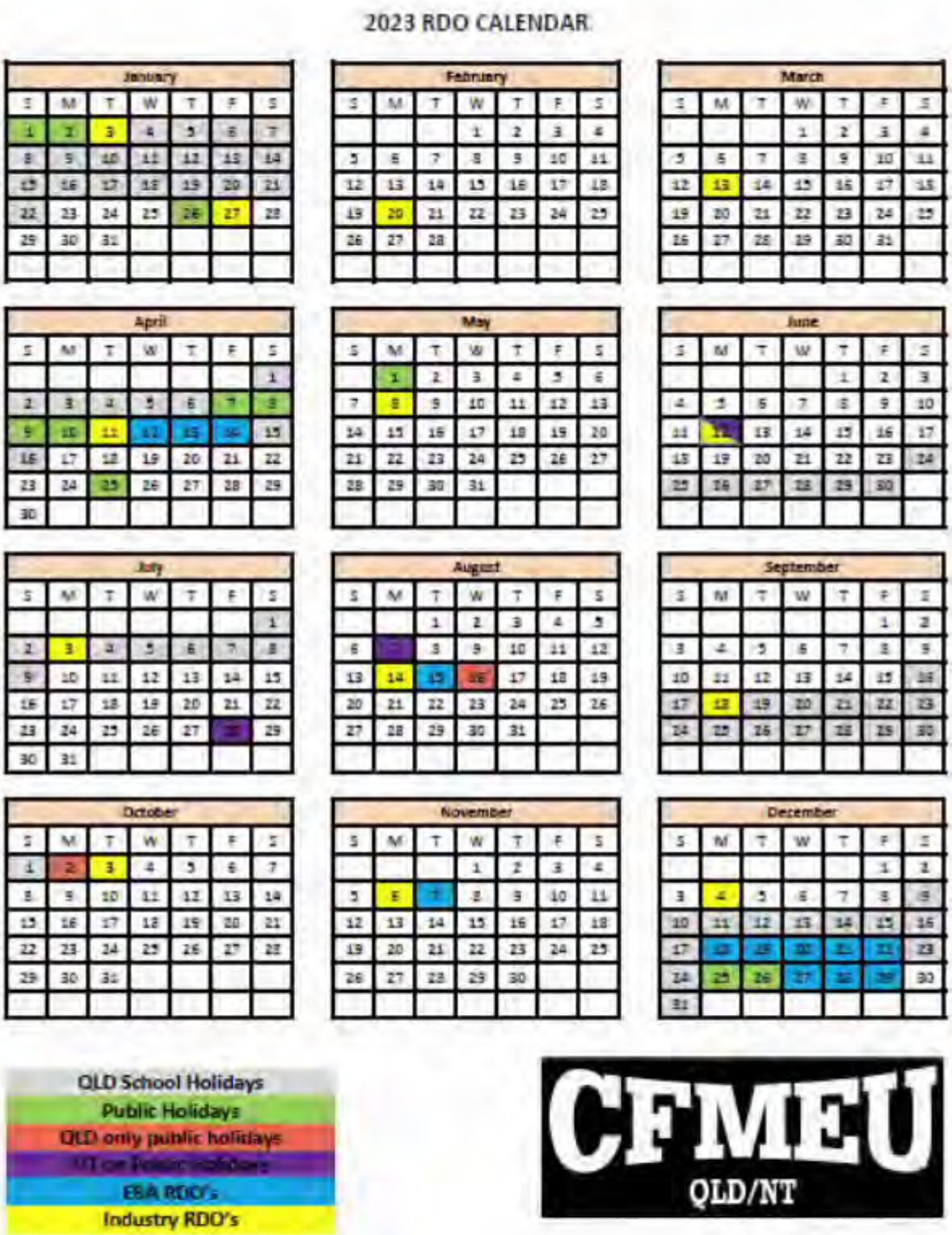
## TRAVEL ALLOWANCE EXPLANATORY DIAGRAM



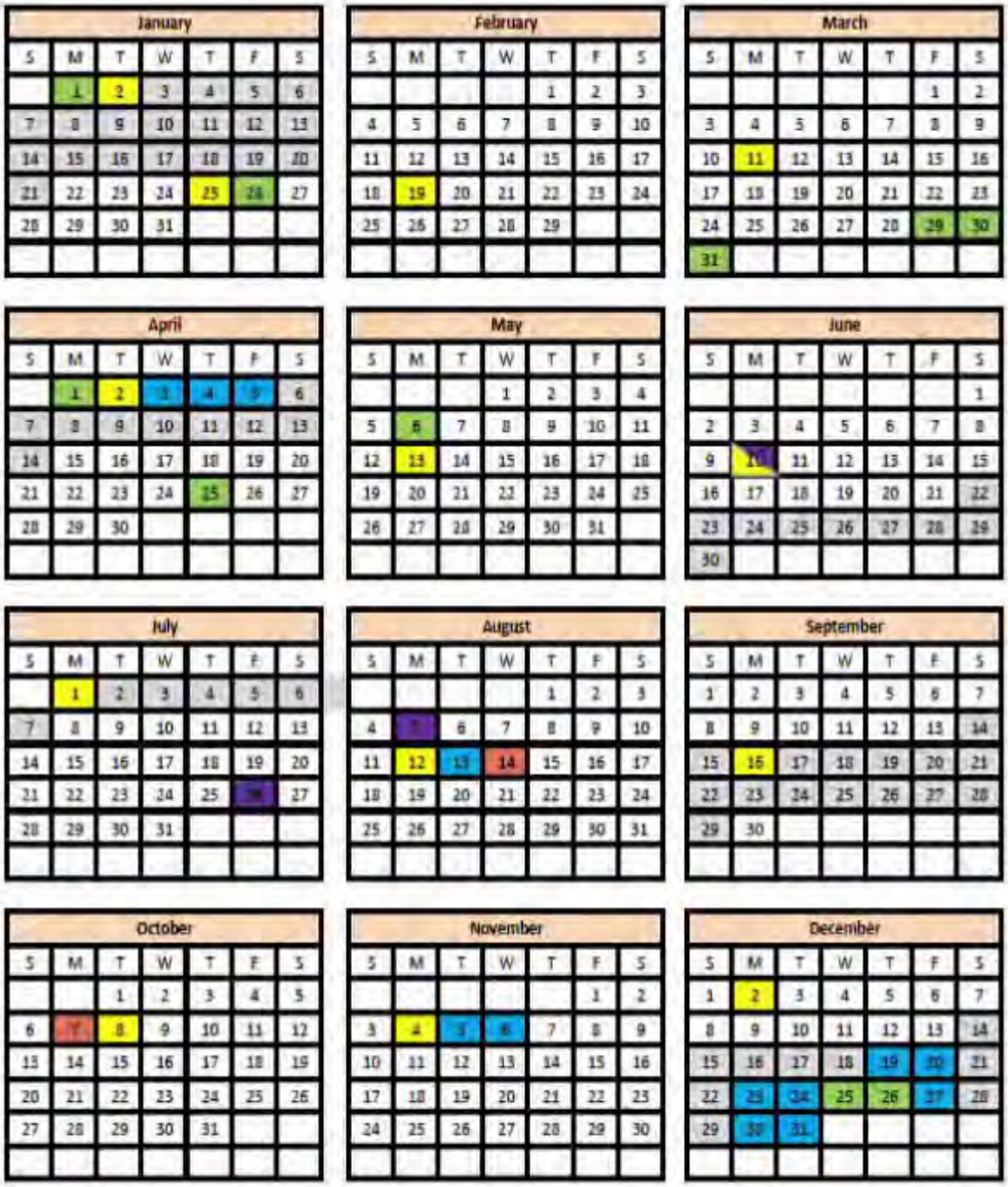
## HOURS OF WORK EXPLANATORY DIAGRAM



## APPENDIX 3 – RDO CALENDARS



# 2024 RDO CALENDAR



# 2025 RDO CALENDAR

**January**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

**February**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | |

**March**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

**April**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

**May**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

**June**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

**July**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

**August**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

**September**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

**October**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

**November**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

**December**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

QLD School Holidays
Public Holidays
QLD only public holidays
NT on Public Holidays
EBA RDO's
Industry RDO's

CFMEU
QLD/NT

# APPENDIX 4 – IMPAIRMENT POLICY

## 1. PRINCIPLES

1.1. 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.

1.2. 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.

1.3. 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.

1.4. 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.

1.5. The policy and procedures adopt a peer based intervention approach based on fairness and equity for all employees.

## 2. SCOPE

2.1. This policy will apply to all employees (including managers and supervisors), contractors and labour hire staff. The policy applies to these groups at all times when they are engaged in company business, whether on or off site and when driving company vehicles.

## 3. STRUCTURE

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

3.1. Training & Awareness

(a) Extensive research has shown training and awareness of impairment related issues provides the most effective means of behavioural change and encourages better decision making. The two types of training in accordance with this policy to do this are:

(i) Workplace Impairment Training (WIT) - all workers onsite will do this training;

(ii) Preliminary Impairment Assessment (PIA) - HSRs, delegates and the PC's safety staff will undertake this training.

3.2. Testing

Testing for drugs and alcohol is used to support and measure the results of the education and awareness program.

3.3. Support Services

Rehabilitation, counselling and EAP's. Support is strictly non- punitive, and can be accessed at anytime (self-identification of the need for help is strongly encouraged).

## 4. OBJECTIVES

4.1. The objectives of this policy are as follows:

(a) To provide a safe and healthy working environment for all workers;

(b) To work collaboratively in the implementation and co-ordination of this policy with employees, employers and their elected representatives to achieve the objectives of this policy;

(c) To eliminate and control risks which may lead to impairment affecting health and safety in the workplace;

(d) To ensure that there is a mechanism for managing impairment at work that is transparent, objective and in accordance with the purpose of this policy;

(e) To ensure that all persons are provided with adequate information and education on the health and safety issues surrounding impairment, and on the operation of this policy;

(f) To ensure that employees have access to rehabilitation, support and counselling of their choice on a voluntary basis that is independent, professional and confidential, without jeopardising their employment;

(g) To ensure confidentiality of information concerning the application of this policy to a worker is maintained.

## 5. RESPONSIBILITIES

5.1. 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.

5.2. Employees shall:

(a) Co-operate reasonably with the employer in the implementation of this policy;

(b) If any employee reasonably believes that any person on the site may be a health and safety risk to themselves or others they should inform their employer and their relevant Preliminary Impairment Assessor (PIA) of this belief;

(c) Not possess, consume, or be under the influence of, alcohol or other drugs while working;

(d) Ensure that they do not work, if they believe that they may be impaired;

(e) Consult their doctor or pharmacist about possible side effects of using prescribed or over-the-counter medication;

(f) Inform their employer and their Preliminary Impairment Assessor (PIA) if they have been made aware by their treating doctor or pharmacist of possible impairment as a side effect of medication, or if they feel impaired by medication.

## 6. POLICY IMPLEMENTATION WILL INVOLVE THE FOLLOWING STEPS.

6.1. PC/Employer and Union shall agree on a policy start date.

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

6.3. Provision of on-going Workplace Impairment Training (WIT) and Preliminary Impairment Assessors training (PIA).

6.4. Ongoing promotion of this policy

6.5. 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.

6.6. 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.

6.7. Any employee who is assessed as being impaired shall be advised to contact the rehabilitation/treatment provider.

6.8. 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.

6.9. With the endorsement/acceptance of the Impairment Policy the Principle Contractor (PC) will undertake to not pass the implementation and cost of drug and alcohol testing to its subcontractors.

6.10. It will also ensure compliance with this policy as follows:

(a) Subcontractors will be contractually required to comply with this procedure as a condition of contract/EBA;

(b) All direct employees of the PC as a condition of their employment must agree to adhere to the terms and conditions of the impairment policy.

6.11. Notwithstanding anything else contained in the policy, the costs of all testing contained within this policy shall be borne by the PC unless otherwise specified in this document.

## 7. DEFINITION OF A WORKER

7.1. Anyone who carries out work for a Person Conducting a Business or Undertaking, such as:

(a) an employee (either salaried or wages);

(b) a contractor or subcontractor;

(c) an employee of a contractor or subcontractor;

(d) an employee of a labour hire company;

(e) an apprentice or trainee;

(f) a student gaining work experience;

(g) an outworker;

(h) a volunteer;

(i) a visitor to a workplace.

## 8. TRAINING

8.1. The training provider shall be the Workplace Impairment Officer or other agreed provider between the Union and the PC/employer. Impairment awareness training sessions will be delivered to all workers (including principle contractor workers), sub-contractors and labour hire workers at least once every two years.

8.2. 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.

8.3. 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.

8.4. 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;

8.5. All training must be delivered Face to Face (F2F).

8.6. Workplace Impairment Training (WIT)

(a) WIT course must be a minimum of (2) hours in length and must cover the following topics:

(i) Australian Workplace Health and Safety construction statistics;

(ii) Overview of the Workplace Health and Safety Act, state specific;

(iii) Mental Health - discussing at length stress, anxiety and depression;

(iv) Fatigue - overview of causes and coping mechanisms;

(v) Illness and Injury - management of illness and injury, legal requirements and rehabilitation process;

(vi) Chemicals, Heat, Cold, and Noise and their abilities to cause impairment at work;

(vii) Legal/Illegal Drugs and Alcohol - statistics on current usage, potential negative consequences to the workplace, workplace deaths and accidents associated with drug and alcohol use;

(viii) Harm related to drug and alcohol use;

(ix) Understanding what is a standard drink and how long this will stay in your system;

(x) Detection rates for illegal drugs;

(xi) Administering self-alcohol and drug tests;

(xii) Information about EAP and the services they offer.

8.7. Preliminary Impairment Assessor (PIA)

(a) PIA training must be a minimum of (4) hours in length and must cover the following topics:

(i) Understanding the signs of impairment;

(ii) Conflict resolution;

(iii) Skills to conduct an impairment Assessment;

(iv) Overview of what a PIA is;

(v) What are possible impairment factors;

(vi) Causes and symptoms of impairment;

(vii) Investigative skills.

(a) Training is not to be conducted in a lunchroom, unless there are multiple lunchrooms on site and:

(i) the training session will not interfere with workers wanting to use the room for smoko or lunch; or

(ii) the training session will not be interfered with by workers wanting to use the room in general.

8.8. No worker can be tested for drugs and/or alcohol unless they have been trained in this policy.

## 9. TESTING METHODS

9.1. 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.

9.2. Drug Testing Method

Drug testing may only be performed by oral fluid testing;

9.3. The equipment used to perform the test shall be used, tested and calibrated to the manufacturer's instructions and certified to AS 4760 (Process for specimen collection and the detection and quantitation of drug in oral fluid);

(a) The drug testing shall be conducted by an accredited person, following all of the chain of custody provisions;

(b) The test must be performed in accordance with AS 4760 (Procedures for specimen collection and the detection and quantitation of drugs in oral fluid).

9.4. As part of this policy with regards to Drug and Alcohol testing the following substances must be tested for:

(a) Alcohol;

(b) Opiates;

(c) THC;

(d) Cocaine;

(e) Benzodiazepines;

(f) Amphetamine; and

(g) Methamphetamine

## 10. TESTING PROVIDER

10.1. Must be NATA Accredited.

10.2. Must have accreditation AS4760:2006 Procedures for specimen collection and the detection and quantitation of drug abuse in oral fluid.

10.3. Must be agreed upon by the PC/Employer and the Union.

10.4. 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.

10.5. Before the Authorised Testing Agent is engaged to be the sample collector for the principle contractor all relevant stakeholders must be engaged to make sure there is no conflict of interest and that they are totally independent. If a conflict of interest exists, or should arise, the Authorised Testing Agent must report it immediately.

## 11. ROOM REQUIREMENTS

11.1. 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.

11.2. The room selected for use must so far as reasonably practicable:

(a) Provide privacy for the Worker being tested including but not limited to:

(i) Have a closing door;

(ii) Not allow for casual visual observation of the testing process by other Workers external to the room e.g. through glass windows;

(iii) Not allow conversations to be casually overheard by other workers;

(b) Be clean and hygienic;

(c) Be free from interruption whilst testing is being undertaken;

(d) Include discrete entry and exit.

## 12. TESTING REQUIREMENTS -

12.1. Workplaces -

12.2. 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.

12.3. Alcohol - on the day of testing all workers onsite shall be required to submit a breath sample i.e. blanket testing.

12.4. Drugs -As a minimum, frequent periodic testing (at least once per month where required by law, at intervals required by the client or by mutual agreement by the PC/employer and the Union) of the workforce (both construction Workers and site office Workers) will be as follows:

(a) where there are less than 30 Workers at a workplace – at least 10% of the workforce;

(b) where there are 30 to 100 Workers at a workplace – a minimum of 5 Workers; and

(c) where there are greater than 100 Workers at a workplace – a minimum of 10 Workers;

(d) The frequency of testing and the number of workers selected shall be increased in line with the escalation below where test results meet the criteria indicated:

| Number of Workers | Criteria | Action |
|---|---|---|
| Less than 30 workers at a workplace | Confirmed positive results in 2 consecutive tests at the same workplace | Testing of 20% of workforce |
| 30-100 workers at a workplace | Confirmed positive results for 3 or more workers in 2 consecutive testing rounds at the same workplace | Testing of 10 workers |
| Greater than 100 workers | Confirmed positive results for 6 or more workers in 2 consecutive testing rounds at the same workplace | Testing of 20 workers |

12.5. The increased testing requirements shall continue until no Confirmed Positive test results are recorded for 2 consecutive testing periods.

12.6. Other jobs

On jobsites/workplaces where there is no Commonwealth contribution testing frequency will be agreed upon by mutual consent by the PC/Employer and the Union. Testing requirements will remain the same for all jobsites.

## 13. PRESCRIBED MEDICATIONS

13.1. 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

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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

13.6. Where a Worker is excluded from the workplace as a result of a Non Negative Result Initial Test for Drugs and the confirmatory test is positive for a Pharmacy Only or Prescription Drug, the following factors would normally be considered in deciding when it is appropriate to allow a worker to return to the workplace and/or return to normal duties:

(a) Whether the worker declared the medication during the pre-test interview with the Designated Collector or Authorised Testing Agent;

(b) The level of the medication detected is consistent with therapeutic use;

(c) Written advice from the worker's doctor advising that the medication is required to treat a medical condition; and

(d) The medication will not affect the worker's ability to perform the inherent requirements of their job - i.e. they are fit for work.

## 14. SPECIAL CIRCUMSTANCES FOR PRESCRIPTION MEDICATION

14.1. 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.

14.2. If in the above circumstance a Non Negative Result Initial Test occurs, and provided that the Worker has:

(a) Declared their use of the Prescribed Drug/Pharmacy Only Drug in a letter less than 12 months old from a registered medical practitioner before the commencement of testing; and

(b) Declared their use of the Prescribed Drug/Pharmacy Only Drug to the Authorised Testing Agent or Designated Collector before the commencement of testing;

(c) Then the Non Negative Result Initial Test result shall be recorded at the workplace and a second sample of oral fluid shall be taken and sent for confirmatory testing. The worker shall be allowed to remain at work but must be precluded from high risk construction work activity until the result of the confirmatory test is known.

14.3. 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.

14.4. 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.

14.5. Where the Worker has not provided both declarations contained within this part then the Worker shall be excluded from the workplace until the results of the confirmatory test are known.

## 15. **TESTING RESULTS**

15.1. Alcohol

(a) A worker who returns a negative alcohol test will be allowed to return to work with no record of the test kept. A worker who returns a positive result for alcohol (above 0.00mg/ml) will be deemed not fit work and will not be permitted to return to work;

(b) When a worker tests positive to alcohol in their system the workers blood alcohol concentration (BAC) may be decreasing or it may be increasing. In the interests of safety the Workers will be directed to remain within the testing vicinity and they will be re-tested no sooner than 60 minutes after the original test;

(c) If the second test result is 0.000% the test will be regarded as negative and the Worker may return to normal duties. A Positive Result Confirmatory Test will not be recorded in these circumstances;

(d) If the later confirmatory test indicates a BAC of greater than 0.000% a Positive Result Confirmatory Test will be recorded;

(e) Alcohol testing shall be carried out by an Authorised Testing Agent agreed upon by the PC/Employer and the Union. The following steps shall be undertaken:

(i) Details of the identity of the Worker to be tested shall be recorded including the workplace name, work area and their employer will be listed on a drug and alcohol testing record form by the independent Authorised Testing Agent:

(ii) Workers with a BAC of greater than zero (greater than 0.000%) shall discontinue any work activities and shall be directed to undertake a second test sixty (60) minutes after the first test and the results recorded on a Drug and Alcohol Testing record Form by the independent Authorised Testing Agent:

(iii) Where the second test indicates a level greater than 0.00% BAC the Worker will be further excluded from work duties for the remainder of the shift;

(iv) Where a Worker is to be sent home using their own transport this shall only be permitted if the blood alcohol concentration test result is below that prescribed

by applicable road transport legislation and has been determined as not rising for that Worker.

(v) Note: If the Worker's blood alcohol concentration result is greater than or equal to 0.05% BAC, all reasonable assistance is to be afforded to ensure an affected Worker can make their way from the Workplace to a safe location without harm (e.g. taxi, lift from a friend or Supervisor).

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

(vii) Any Worker that is excluded from work duties for the remainder of a shift or sent home, must, before commencing work for their next shift undertake an alcohol breath test prior to commencing that shift. If the results are negative (0.00mg/ml) the Worker shall be allowed to commence work. If the Worker returns a positive test they will not be allowed to commence work, hence page 12 of this document, 15.1 Alcohol- d) will apply.

15.2. Drugs

(a) A worker who returns a negative test will be allowed to return to work. A worker who returns a non-negative test result from their initial test (equal to or above the relevant cut-off levels of the substances referred to in AS 4760) will be deemed not fit for work and will not be allowed to return to work. (Benzodiazepine level to be provided by the prescribed testing laboratory);

(b) Drug testing will be administered by the collection and analysis of an oral fluids specimen (saliva). Before conducting a drug test, the process used by the independent Authorised Testing Agent must be explained to the Worker providing the saliva sample;

(c) Collecting and testing of saliva specimens shall be carried out by an Authorised Testing Agent, agreed upon by the PC/Employer and the Union, and confirmatory testing is to be carried out by a NATA accredited laboratory;

(d) A Confirmatory Test will be required where a Non Negative Result Initial Test is recorded at the initial test. The handling of specimens taken for confirmatory testing is detailed in the process used by the Authorised Testing Agent and must be completed to Australian Standards;

(e) Any worker attending the workplace under the influence of drugs or alcohol will be prohibited from entry. A worker returning to the workplace following their exclusion for a Positive Result Confirmatory test will be required to submit to a drug and alcohol test prior to commencing work and receive a Negative Result Initial Test for Drugs or Alcohol prior to commencing work.

## 16. **FORMS OF TESTING**

16.1. Self-Testing

(a) The PC/Employer shall be required to provide sufficient self-testing facilities for alcohol and/or drugs for up to 10% of the workforce;

(b) Where self-test facilities are made available voluntary or self-testing for alcohol will be available for Workers prior to presenting for work. A wall mounted breathalyser (optional) will be located in an area that provides for discrete privacy for the worker, whilst completing the test so the test results cannot be inadvertently observed and disclosed to other parties;

(c) A Worker undertakes self-testing at his/her own accord; therefore, no test details are recorded. However, all Workers have obligations under the Work Health and Safety Act or equivalent occupational health and safety or occupational safety and health legislation in other States or Territories and must not wilfully place at risk their health and safety or the health and safety of other Workers or people at the workplace by commencing work if they believe they're impaired.

16.2. Random Shift Testing

(a) In terms of Random Shift Testing it is in 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.

16.3. For Cause Testing

(a) An employer/supervisor may only request an employee to undertake for cause testing if:

(i) The employee has been involved in an accident or incident, or had the potential to, cause:

(ii) serious and major damage to mobile plant or property; or

(iii) an injury to themselves or other individual(s);or

(iv) Participation in a relevant and specific industry focus area when the worker is undertaking High Risk Work as identified by the employer and consistent with OHS legislation. Workers will be selected for testing using a random selection process nominated by the employer following a consultation process in line with OHS legislation.

16.4. Post Incident Testing

(a) After the occurrence of a significant incident/event at a workplace, all Workers involved in the incident may be required to undergo an initial Drug and Alcohol test.

(b) Where a Worker(s) is to be tested following a significant incident/event they shall be supervised by an Employer Representative and Employee Representative continually from the time of the incident until they have completed all testing required.

(c) Post Incident Testing will be conducted as soon as practical after the incident/event and when it is safe to do so.

(d) An injured Worker who requires immediate medical attention may only be tested when it is appropriate and safe to do so. This will be determined by the Construction Manager, the HSR, Delegate and the relevant PIA in consultation with the attending medical practitioner. In such cases, where testing can be conducted while under medical care, a saliva testing process will be used.

16.5. Reasonable Concern Testing

(a) An employer may only request an employee to undertake reasonable concern testing if the following criteria are met:

(i) An observable phenomena occurs, which is:

a. the direct observation of the employee of use of, and/or the physical behavioural symptoms of being impaired by, alcohol; and/or

b. Unusual and/or inexplicable actions by the employee; or

(ii) There is evidence that the employee is involved in the use or possession of alcohol and/or other drugs while working; or

(iii) The employee has breached safety precautions or procedures.

16.6. Testing of Minors

(a) A letter of consent contained within the work experience and student placement procedure shall be signed by the parent or guardian of any worker who is a minor seeking to access a workplace where the Impairment Policy is in place, as a condition of entry to that workplace. Alternatively, an equivalent letter signed by the parent or guardian can be provided through the minor's employer/host employer.

(b) Where a minor is selected for testing and:

(i) A letter of consent is held, then the provisions of this procedure shall apply; or

(ii) Where a letter of consent is not held, every effort will be made to contact the minor's parents/guardians to get verbal consent to participate in the testing procedure. If consent is given then the normal testing procedures will apply, if contact cannot be made and/or consent is not given then the minor will be excluded from any high risk activities or potentially excluded from site until consent is given.

## 17. **REFUSAL TO TEST**

17.1. If a Worker refuses to participate in workplace Drug and Alcohol testing the following will apply:

(a) The Employer, will inform the Worker and the workers chosen representative, that the refusal will have the same consequences as a non-negative result, i.e. that the employee will be deemed to be unfit for work due to the presence of alcohol or drugs;

(b) If the worker still refuses, the Employer and the PIA, shall consult with the worker and the workers chosen representative, regarding the requirements, process and

consequences of refusing to test and encourage them to partake in the test. This would be the second request to be tested;

(c) If the worker still refuses, the refusal will be treated as a confirmed positive result, and will be subjected to the relevant consequences of such. All reasonable assistance is to be offered to ensure the employee can make their way from the workplace to a safe location without harm (i.e. taxi, lift from a friend or fellow worker). An agreed leave of absence arrangement is to apply for the duration of their absence.

## 18. DISCIPLINARY ACTION

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

18.2. 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.

18.3. 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.

18.4. 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.

18.5. A worker who fails to attend EAP sessions may be disciplined under this policy in accordance with principles of natural justice.

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

## 19. SUPPORT

19.1. The Principle Contractor (PC)/Employer will make available support to workers in respect of drug and alcohol issues. This will include:

(a) allowing access to any Union support programs; and

(b) provide an employer funded Employee Assistance Provider (EAP) to be available to workers.

19.2. The worker will be allowed to access a Union support program and/or EAP counselling during normal working hours and without loss of pay, or any form of employer retribution.

## 20. SELF- DECLARATION

20.1. 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.

20.2. The worker may be suspended from any work, with pay, with immediate effect in order for an assessment to be made of the duties they are able to perform safely and a drug and alcohol test is to be taken as soon as reasonably practicable.

## 21. PRIVACY

21.1. 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;

21.2. 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.

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

21.4. Protections from Worker Deoxyribonucleic Acid (DNA) misuse

21.5. Workers selected for testing shall have their personal DNA protected by:

(a) In the case of unintended collection of a Worker's DNA during the collection of an oral saliva sample for an initial test, by the worker being offered the used collection cartridge upon completion of the initial test.

(b) In the case of unintended collection of a Workers DNA during the collection of an oral saliva sample for testing at a NATA approved laboratory for an initial Non Negative Result Initial Test, by ensuring that the documentation that accompanies the collection cartridge to the NATA approved laboratory does not include the workers name or address but contains only that information sufficient to comply with AS4760 e.g. test report number and date of birth.

21.6. These protections will be notified to Workers during training.

## 22. CONSULTATION

22.1. 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.

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

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

22.4. Employment Assistance Program (EAP)

22.5. 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.

22.6. 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.

22.7. The below requirements will be audited on an annual basis of the employer:

(a) Must be able to provide EAP support in all States, Territories and regional areas of Australia;

(b) Must outline in their Impairment Policy how workers who attend for work affected by drugs or alcohol will be counselled and assisted, apart from any disciplinary process that might apply;

(c) Must have a memorandum of understanding (MOU) with relevant stakeholders within treatment support areas;

(d) Provide support for their workers and their immediate families;

(e) Must be able to provide treatment services which must include the following:

(i) General counselling;

(ii) Drug and Alcohol counselling;

(iii) Drug and Alcohol detoxification services;

(iv) Drug and Alcohol rehabilitation services;

(v) Case Management services;

(vi) Psychology services;

(f) Must have a history of delivering support services to the Building and Construction Industry

(g) Must be able to develop and implement a plan to promote the impairment policy within the workplace

## APPENDIX 5 – AUDIT FORM

EMPLOYER NAME: _____

ABN NUMBER: _____

ADDRESS: _____

PRINCIPAL NAME: _____

PRINCIPAL TITLE: _____

WORKCOVER POLICY NUMBER: _____

Number of personnel: _____

Overtime 1½x _____

Overtime 2x _____

Base Hourly Rate _____

Fares & Travel _____

| | | |
|---|---|---|
| BUSSQ (Superannuation): | □ Yes | □ No |
| BERT: | □ Yes | □ No |
| BEWT: | □ Yes | □ No |
| CIPQ: | □ Yes | □ No |
| 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 6 - CALCULATION OF SUPERANNUATION

The rates as calculated under Superannuation in this Agreement have been calculated using the agreed industry formula as follows:

**Employer Contribution**

12% of the sum of:

CW3 – Carpenters rate (36 hours);

Site allowance p/h ($50m project);

leading hand rate (2-5) p/h; and

fares and travel 5-day week.

**Co-contribution**

CW3 – Carpenters rate (36 hours);

Site allowance p/h ($50m project);

leading hand rate (2-5) p/h; and

fares and travel 5-day week.

**From:** Ryan Rosenlund [redacted]
**Sent:** Tue 26/03/2024 9:38:16 AM (UTC+10:00)
**To:** Trent Broadhurst [redacted]
**Subject:** Employment Contract - Rosenlund
**Attachment:** Employment Contract - Trent Broadhurst.pdf

Hi Trent,
Please find attached employment contract, I have had to reference the current 20-22 EBA that is in-force at the time of this contract, however we will pay against the newer 23-27 agreement. Also as discussed this morning we will pay your travel at $55/day in lieu of additional travel.
Any issues please let me know.

**Ryan Rosenlund**

Rosenlund Group

T: [redacted]

M: [redacted]

[redacted] - www.rosenlund.com.au

PO BOX 169 Virginia QLD 4014

**Rosenlund Contractors**

# Contract of Employment

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**Trent Broadhurst**

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## The Parties

## Rosenlund Contractors Pty Ltd ABN 65 067 972 034

of 45 Wentworth Place, Banyo QLD 4014 (the "Employer")

**and**

## Trent Broadhurst

of [redacted] (the "Employee")

## Background

A The Employer is to employ the Employee on the terms set out in this Contract.

## Operative terms

### Your position

1 You are employed as a CW4 Union Delegate on a permanent basis for the Toombul Shopping Center demolition project for a period of 2 months.

2 The EBA will apply to your employment and will prevail to the extent of any inconsistency between this Contract and the EBA.

### Your job description

3 Your Job Description sets out your role. The Job Description is attached at the back of this document. However, from time to time, your Employer may also require you to carry out additional or alternative duties to your normal job. That may involve you working for other companies or businesses connected to your Employer. If that happens, then:

3.1 you will continue to be employed and paid by your Employer, and

3.2 you will remain both under your Employer's day to day control and bound by its rules (unless it tells you otherwise).

### Your duties

4 You must:

4.1 lawfully perform the Duties to the Employer’s satisfaction;

4.2 be accountable to the Employer and carry out all lawful directions of the Employer;

4.3 try to promote and develop your Employer's organisation and interests at all times;

4.4 always follow your Employer's rules, policies and procedures as in force; and

4.5 always act with consideration for the needs of your colleagues and of your Employer's clients.

5 You agree that the terms of any of the Employer’s policies are not incorporated as terms of this Contract. However, you must abide by them because they are lawful and reasonable directions of the Employer.

### Limit on your authority

6 You do not have authority to enter into any contracts or agreements on your Employer's behalf — unless your Employer has given you relevant authority in advance.

### Start of your employment under this contract

7 The terms of this Contract apply to your employment on and from the Commencement Date.

### Your pay

8 Your pay in accordance with pay scales in the EBA.

### Superannuation

9 On your behalf, we will pay your Superannuation at the rate required to comply with the EBA. If you do not nominate a complying superannuation fund, then your Employer will pay the Superannuation on your behalf to BUSS(Q).

10 We will also arrange your salary sacrifice co-contribution in accordance with the EBA.

### Reimbursing your expenses

11 Your Employer will reimburse you for any reasonable and necessary out-of-pocket expenses you spend in carrying out your duties — as long as:

11.1 the Employer has authorised you to incur the expense;

11.2 you have complied with your Employer's requirements for incurring the expenses; and

11.3 you produce evidence of the expenses in a form your Employer requires.

### Your annual leave entitlement

12 Each year, you are entitled to annual leave in accordance with the EBA and the *Fair Work Act 2009*.

### Rostered days off

13 You are entitled to rostered days off in accordance with the EBA.

### Personal/Carer's Leave

14 You are entitled to paid personal leave in accordance with the EBA.

### Long service leave

15 You are entitled to long service leave in accordance with the EBA and the law.

### Parental leave

16 You are entitled to up to 12 months unpaid parental leave in accordance with the *Fair Work Act* 2009, plus you may be entitled to request extended parental leave of up to a further 12 months, if permitted under the *Fair Work Act* 2009.

17 You are entitled to paid parental leave in accordance with the *Paid Parental Leave Act* 2010.

### Your leave entitlements

18 The leave entitlements in clauses 12 to 17 are subject to the notice and evidence requirements of the *Fair Work Act* 2009 and the EBA.

### Medical Assessment

19 You agree the Employer may require you to be examined or assessed by a medical practitioner of your choosing. You must comply with any directions in relation to any examination or assessment.

### Limit on your other employment or activity

20 During your employment, you must not without first having your Employer's written approval, engage in:

20.1 any other business or employment; or,

20.2 any activity that conflicts or is likely to conflict with the interests of your Employer, the requirements of your position or the ability to perform your duties.

21 Your Employer will not consent to you doing the other work under clause 20 if the other work is likely:

21.1 to have an adverse effect on your ability to do your job for your Employer.

21.2 to bring your Employer into disrepute.

### Privacy

22 During your employment, you agree not to:

22.1 collect personal information from other people; or to

22.2 use or reveal personal information you have gained about other people,

22.3 unless doing so is in accordance with applicable privacy laws and the Employer's policies and is either:

22.4 necessary to perform the Employee's Duties; or

22.5 authorised by the Employer.

23 You agree that to the extent permitted, and in the way allowed, by law, your Employer may monitor your use of its communication systems (including telephone, facsimile, email and the internet) and agree that your use of that system is not private.

### Your health and safety

24 Your Employer will endeavour to take reasonable steps to ensure your health safety and welfare while you are at work. You must take reasonable care of your own health and safety and take care not to adversely affect the health and safety of others.

25 You must familiarise yourself with and comply with your Employer's Health & Safety Policy which is available from the Employer.

### You resigning

26 If you want to resign from your employment, then you need to give your Employer in accordance with the law.

27 Your employer may pay you in lieu of notice for all or any part of the notice period.

## Termination

28 Your Employer may terminate your employment by giving you the written notice required under the National Employment Standards as shown in this table:

| **Employee's period of continuous service with the employer at the end of the day that notice is given** | **Period** |
|---|---|
| Not more than a year | One Week |
| More than one year but less than three years | Two Weeks |
| More than three years but less than five years | Three Weeks |
| More than five years | Four Weeks |

28.1 If you are over 45 and have completed two years of continuous service, then under the National Employment Standards, you will be entitled to an additional week of notice.

## Employer may pay you in lieu of notice

29 Your Employer may pay you a sum in lieu of notice for all or any part of the notice period.

30 The sum paid will be calculated at your full rate of pay for the hours you would have worked had your employment continued until the end of the notice period.

## Termination without notice

31 Your Employer may also terminate your employment immediately without either notice or a payment in lieu of notice if:

31.1 you are charged with or found guilty of having committed any criminal offence which in the reasonable opinion of your Employer may bring your Employer into disrepute or seriously impair your ability to carry out your Duties; or

31.2 you are negligent in carrying out the Duties; or,

31.3 you commit an act of misconduct; or

31.4 you breach a term of this Contract; or

31.5 you fail or refuse to obey any reasonable and authorised instruction regarding the performance of the Duties; or

31.6 you misuse the property of your Employer, commit an act of dishonesty or fraud, breach the obligations of confidentiality or conflict of interest, or breach a restrictive covenant;

31.7 you breach your Employer's policies in relation to matters including occupational health and safety, anti-discrimination or the use of electronic equipment.

## Use and return of employer property

32 You acknowledge that the Employer's machinery and other equipment remain the property of the Employer.

33 You agree to use this property only for the purpose of carrying out the Duties that have been assigned to you by this Agreement, and in accordance with the Employer's policies in force at the time.

34 If you use any of your Employer's equipment or property, then you must take all reasonable steps to maintain it in good condition and to prevent its loss or theft.

35 If through negligence you cause any damage to your Employer's property or equipment, then you agree:

35.1 you are responsible for the damage caused; and

35.2 your Employer may, subject to law, deduct these sums from any amount it owes to you.

36 If your employment is ended or at an earlier request of your Employer, you must return:

36.1 all documents, records, Employer or customer information, keys, access passes, phones, vehicles or computers of the Employer;

36.2 all documents and other media which contain Confidential Information (in hard or electronic format); and

36.3 all other property of the Employer in your possession including duplicate copies of documents or information whether in hard copy or electronic or other format.

37 If your employment ends, then you must not delete, destroy, remove or alter any Employer property data, including but not limited to, documents, records, Employer or client information, and Confidential Information.

38 If your employment ends and you fail to return any property or equipment in your possession, then your Employer may, subject to law, deduct the equivalent value from any amount it owes to you.

## Your Contract

39 This Contract of Employment will overrule any inconsistent provision in your Employer's HR Manual.

## Changing and replacing the contract

40 This document may only be replaced by a document signed and approved by you and your Employer.

41 You and your Employer may only make changes to the contract if you both agree in writing to do so.

## Entire agreement

42 Any previous negotiations, understandings, representations, warranties and commitments relating to or affecting your employment are of no effect, because this Contract replaces them.

## Governing Law

43 This agreement is governed by the laws of Queensland and subject to the jurisdiction of the courts in Queensland.

## Definitions

44 In this agreement:

**Commencement Date** means 19/03/2024.

**Duties** means your duties and responsibilities set out in **Schedule 1** of this contract.

**EBA** means the ROSENLUND CONTRACTORS PTY LTD AND CFMEU UNION COLLECTIVE AGREEMENT 2020–2022 or if superseded the more recent EBA will apply.

45 By signing this document, you confirm that you have read, understood and agreed to all of it, including the Schedule.

**Execution**

Executed by
Rosenlund Contractors Pty Ltd
ABN 65 067 972 034, in accordance with
section 127(1) of the *Corporations Act 2001*
(Cwth):

_____

Managing Director

Signed by

Trent Broadhurst

_____

Signature of employee

## Schedule 1

## Job Description – Trent Broadhurst

**Job Title** Union Delegate

**Main duties and responsibilities**

As described in CFMEU documentation.

This Job Description is not exhaustive.

7:42

Trent Broudhurst

iMessage
21 Mar 2024 at 1:23 pm

Hey mate
It's Trent, just had to duck off and grab some flags, posters from the office and pick up some membership cards. Should be finished around 3pm will let you know if it's earlier

iMessage

What do you mean ?

**From:** Ryan Rosenlund [redacted]
**Sent:** Wed 06/09/2023 5:23:11 PM (UTC+10:00)
**To:** Darcy Rosenlund [redacted]
**Subject:** Re: EOI 23-27

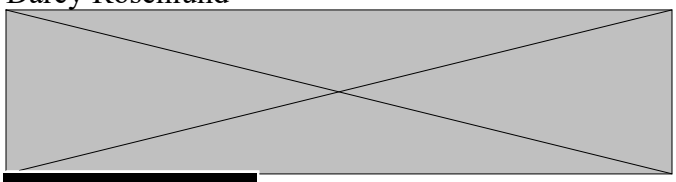
Ok will sort tomorrow I have some other payments to go as well

---

**From:** Darcy Rosenlund
**Sent:** Wednesday, September 6, 2023 5:22:06 PM
**To:** Ryan Rosenlund
**Subject:** Fwd: EOI 23-27
Mate
Need to get this sorted asap.

I'll have a chat to PJ he has been at RBH and should be doing it himself

Darcy Rosenlund



[redacted]

**From:** Darcy Rosenlund
**Date:** 29 August 2023 at 2:44:00 pm AEST
**To:** Ryan Rosenlund
**Subject: FW: EOI 23-27**

---

**From:** Jamie Porter
**Sent:** Tuesday, August 29, 2023 2:32 PM
**To:** Darcy Rosenlund
**Subject:** Re: EOI 23-27
Hi Darcy,
I have a few guys that owe money for dues:
Alex Morton $681
Christopher Buckley $1076
Dwayne wheeler $792
Jensen Burling-Claridge $1256

Mitchell Monagle $681
PJ Puru $1256.70
Tristan Hinschen $1256.60
I am also still waiting on a few names for the superannuation if you send me through the jobs they are all on then I can go and see them personally. Until we get these two issues sorted we can proceed. I will attach a authorisation to deduct due from wages form for you convenience.

**Construction & General Division**
**QLD/NT Divisional Branch**

**Jamie Porter**

Organiser

16 Campbell Street

Bowen HillsQLD4006

[redacted]

I acknowledge the traditional Aboriginal owners of country throughout Australia and
pay my respect to them, their culture and their Elders past, present and future.

IMPORTANT:
This email (including any attachments) may contain confidential and/or legally privileged information intended only for the addressee.
If you are not the intended recipient, any use, dissemination, forwarding, printing or copying of this email is strictly prohibited.
If you receive this email by mistake please notify us by return email, delete the email, destroy any printed copy and do not disclose or use its information in any way. We do not waive any confidentiality, privilege or copyright in this email. In order to minimise the risk of fraud, prior to proceeding with any electronic transfer of funds please confirm by telephone the details of any new account we nominate for that purpose.

---

**From:** Jamie Porter [redacted]>
**Sent:** Tuesday, August 22, 2023 9:04:59 AM
**To:** Darcy Rosenlund <[redacted]>
**Subject:** Re: EOI 23-27

Morning Darcy,

How are we going with the BussQ accounts. I'm waiting on those few that do not have those accounts opened. If you can get them to open an account and take a screenshot then send through it can speed things up.

I will attach link for them to do online which takes 5 minutes.

https://www.bussq.com.au/

**Jamie Porter**

Organiser

16 Campbell Street

**Construction & General Division**
**QLD/NT Divisional Branch**

Bowen HillsQLD4006

[redacted]

[redacted]

[redacted]

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pay my respect to them, their culture and their Elders past, present and future.

IMPORTANT:
This email (including any attachments) may contain confidential and/or legally privileged information intended only for the addressee.
If you are not the intended recipient, any use, dissemination, forwarding, printing or copying of this email is strictly prohibited.
If you receive this email by mistake please notify us by return email, delete the email, destroy any printed copy and do not disclose or use its information in any way. We do not waive any confidentiality, privilege or copyright in this email. In order to minimise the risk of fraud, prior to proceeding with any electronic transfer of funds please confirm by telephone the details of any new account we nominate for that purpose.

---

**From:** Jamie Porter [redacted]
**Sent:** Thursday, August 3, 2023 4:14:49 PM
**To:** Darcy Rosenlund [redacted]
**Subject:** Re: EOI 23-27

Thank you,

Easiest way forward is for those that don't want to roll super over, is to set up a new BussQ account, then I will get the financial advisors out to see the individuals and they can go through it with them, at least we can get the ball rolling with the agreement.

**Jamie Porter**

Organiser

16 Campbell Street

**Construction & General Division**
**QLD/NT Divisional Branch**

Bowen HillsQLD4006

[redacted]

[redacted]

[redacted]

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IMPORTANT:
This email (including any attachments) may contain confidential and/or legally privileged information intended only for the addressee.
If you are not the intended recipient, any use, dissemination, forwarding, printing or copying of this email is strictly prohibited.
If you receive this email by mistake please notify us by return email, delete the email, destroy any printed copy and do not disclose or use its information in any way. We do not waive any confidentiality, privilege or copyright in this email. In order to minimise the risk of fraud, prior to proceeding with any electronic transfer of funds please confirm by telephone the details of any new account we nominate for that purpose.

**From:** Darcy Rosenlund [redacted]
**Sent:** Thursday, August 3, 2023 3:12:09 PM
**To:** Jamie Porter [redacted]
**Subject:** RE: EOI 23-27

Hi Jamie

Apologies for the delay. See below details.

We have had a reasonable attempt at trying to get all the guys across (see attached email trails from us to BUSSQ and Employees.)

We will send the information out again and try to finalise.

Regards

## Darcy Rosenlund

[redacted]

**From:** Jamie Porter [redacted]
**Sent:** Thursday, August 3, 2023 12:43 PM
**To:** Darcy Rosenlund [redacted]
**Subject:** Re: EOI 23-27

Hi Darcy,

I'm still waiting on a list of all employees with DOB and current superannuation fund that each is with.

Each of the 15 employee's will need to have a Bussq account, I will attach a link for you to share with each worker to sign up.

https://www.bussq.com.au


**Jamie Porter**

Organiser

16 Campbell Street

**Construction & General Division**
**QLD/NT Divisional Branch**

Bowen HillsQLD4006

[redacted]


I acknowledge the traditional Aboriginal owners of country throughout Australia and pay my respect to them, their culture and their Elders past, present and future.

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---

**From:** Darcy Rosenlund [redacted]
**Sent:** Monday, July 24, 2023 1:04:23 PM
**To:** Jamie Porter [redacted]
**Subject:** RE: EOI 23-27

Hi Jamie

Please find attached completed form. The fee has been paid today via EFT and the paperwork is going out in today's mail.

Regards

## Darcy Rosenlund

[redacted]

---

**From:** Jamie Porter [redacted]
**Sent:** Wednesday, July 19, 2023 3:46 PM
**To:** Darcy Rosenlund [redacted]
**Subject:** EOI 23-27

Hi Darcy,

Attached is the EOI 23-27 as discussed, can you get this filled in and get back to me asap. Furthermore can I get names, dates of birth and superannuation for each employee.

As discussed the superannuation fund for this agreement is BussQ most members have been in meetings with our hierarchy explaining this, we will need each employee to have a Bussq account.

I will also attach a link to a fair work approved agreement which will be mirrored throughout so you can read through and change rates.

https://www.fwc.gov.au/document-search/view/3/aHR0cHM6Ly9zYXNyY2RhdGFwcmRhdWVhYS5ibG9iLmNvcmUud2luZG93cy5uZXQvZW50ZXJwcmlzZWFncmVlbWVudHMvMjAyMy83L2FlNTIwNjIxLnBkZg2?sid=&q=Reo-tek

**Jamie Porter**

Organiser

16 Campbell Street

Bowen HillsQLD4006

**Construction & General Division**
**QLD/NT Divisional Branch**

[redacted]

I acknowledge the traditional Aboriginal owners of country throughout Australia and pay my respect to them, their culture and their Elders past, present and future.

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8 May 2024 at 9:14 am

United Labour Hire Tee U

Eben has said if you don't have labour to use these guys.

Toilets & smoko sheds need to be maintained and kept clean, fresh drinking water needs to be replaced daily as well.

iMessage

# RR-11

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before**

**Paid From:** 10-Jul-2024
**Paid To:** 16-Jul-2024
**Payment Date:** 17-Jul-2024
**Processed:** 17-Jul-2024
**Run No:** 523


| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,570.52 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,793.52 | $175.00 | $1,968.52 | $398.00 | $0.00 | $1,570.52 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 40.0000 | Hours | $49.8200 | $1,992.80 |
| Travel Allowance ($39) | 5.0000 | Each | $35.0000 | $175.00 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $226.38 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before**

**Paid From:** 17-Jul-2024
**Paid To:** 23-Jul-2024
**Payment Date:** 24-Jul-2024
**Processed:** 24-Jul-2024
**Run No:** 524
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,500.52 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,793.52 | $105.00 | $1,898.52 | $398.00 | $0.00 | $1,500.52 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 24.0000 | Hours | $49.8200 | $1,195.68 |
| Travel Allowance ($39) | 3.0000 | Each | $35.0000 | $105.00 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |
| Personal (Sick) Leave | 16.0000 | Hours | $49.8200 | $797.12 | | |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $218.33 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before**

**Paid From:** 24-Jul-2024
**Paid To:** 30-Jul-2024
**Payment Date:** 31-Jul-2024
**Processed:** 31-Jul-2024
**Run No:** 527


| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,470.52 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,793.52 | $175.00 | $1,968.52 | $398.00 | $100.00 | $1,470.52 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 40.0000 | Hours | $49.8200 | $1,992.80 |
| Travel Allowance ($39) | 5.0000 | Each | $35.0000 | $175.00 |

| Deductions | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| Union Fees | 1.0000 | Each | $100.0000 | $100.00 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $226.38 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Sep-2024

**Paid From:** 31-Jul-2024
**Paid To:** 6-Aug-2024
**Payment Date:** 7-Aug-2024
**Processed:** 7-Aug-2024
**Run No:** 528
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,470.52 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,793.52 | $175.00 | $1,968.52 | $398.00 | $100.00 | $1,470.52 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 32.0000 | Hours | $49.8200 | $1,594.24 |
| Travel Allowance ($39) | 5.0000 | Each | $35.0000 | $175.00 |
| Base Hourly | 8.0000 | Hours | $49.8200 | $398.56 |

*Site issues 5 August 2024*

| Deductions | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| Union Fees | 1.0000 | Each | $100.0000 | $100.00 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $226.38 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Sep-2024

**Paid From:** 7-Aug-2024
**Paid To:** 13-Aug-2024
**Payment Date:** 14-Aug-2024
**Processed:** 14-Aug-2024
**Run No:** 531
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,470.52 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,793.52 | $175.00 | $1,968.52 | $398.00 | $100.00 | $1,470.52 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 24.0000 | Hours | $49.8200 | $1,195.68 |
| Travel Allowance ($39) | 5.0000 | Each | $35.0000 | $175.00 |

| Deductions | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| Union Fees | 1.0000 | Each | $100.0000 | $100.00 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |
| RDO Paid | 16.0000 | Hours | $49.8200 | $797.12 | 12-Aug-2024 | 13-Aug-2024 |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $226.38 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Sep-2024

**Paid From:** 14-Aug-2024
**Paid To:** 20-Aug-2024
**Payment Date:** 21-Aug-2024
**Processed:** 21-Aug-2024
**Run No:** 533
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,385.20 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,793.52 | $89.68 | $1,883.20 | $398.00 | $100.00 | $1,385.20 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 26.0000 | Hours | $49.8200 | $1,295.32 |
| Meal Allowance ($23.55) | 4.0000 | Each | $22.4200 | $89.68 |
| Inclement Weather | 6.0000 | Hours | $49.8200 | $298.92 |
| Public Holiday | 8.0000 | Hours | $49.8200 | $398.56 |

| Deductions | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| Union Fees | 1.0000 | Each | $100.0000 | $100.00 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $216.57 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Sep-2024

**Paid From:** 14-Aug-2024
**Paid To:** 20-Aug-2024
**Payment Date:** 22-Aug-2024
**Processed:** 22-Aug-2024
**Run No:** 534
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $50.32 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $0.00 | $50.32 | $50.32 | $0.00 | $0.00 | $50.32 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| Travel Allowance ($39) | 4.0000 | Each | $35.0000 | $140.00 |
| Meal Allowance ($23.55) | -4.0000 | Each | $22.4200 | -$89.68 |

*Meal allowances corrected to travel allowances*

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $5.79 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Sep-2024

**Paid From:** 21-Aug-2024
**Paid To:** 27-Aug-2024
**Payment Date:** 28-Aug-2024
**Processed:** 28-Aug-2024
**Run No:** 537
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,418.33 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,569.33 | $175.00 | $1,744.33 | $326.00 | $0.00 | $1,418.33 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 35.5000 | Hours | $49.8200 | $1,768.61 |
| Travel Allowance ($39) | 5.0000 | Each | $35.0000 | $175.00 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |
| Leave Without Pay | 4.5000 | Hours | $0.0001 | $0.00 | 27-Aug-2024 | 27-Aug-2024 |

*Unprotected industrial action 27.08.24 - 4.5 hours withheld as per Fair Work Act s.474*

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $200.60 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Oct-2024

**Paid From:** 28-Aug-2024
**Paid To:** 3-Sep-2024
**Payment Date:** 4-Sep-2024
**Processed:** 4-Sep-2024
**Run No:** 540
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,472.12 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,857.12 | $175.00 | $2,032.12 | $418.00 | $142.00 | $1,472.12 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 40.0000 | Hours | $49.8200 | $1,992.80 |
| Travel Allowance ($39) | 5.0000 | Each | $35.0000 | $175.00 |
| Travel Time | 1.0000 | Hours | $63.6000 | $63.60 |

| Deductions | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| Union Fees | 1.0000 | Each | $142.0000 | $142.00 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $226.38 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Oct-2024

**Paid From:** 4-Sep-2024
**Paid To:** 10-Sep-2024
**Payment Date:** 11-Sep-2024
**Processed:** 11-Sep-2024
**Run No:** 543
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,393.52 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,793.52 | $140.00 | $1,933.52 | $398.00 | $142.00 | $1,393.52 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 32.0000 | Hours | $49.8200 | $1,594.24 |
| Travel Allowance ($39) | 4.0000 | Each | $35.0000 | $140.00 |

| Deductions | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| Union Fees | 1.0000 | Each | $142.0000 | $142.00 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |
| Personal (Sick) Leave | 8.0000 | Hours | $49.8200 | $398.56 | 9-Sep-2024 | 9-Sep-2024 |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $222.35 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Oct-2024

**Paid From:** 11-Sep-2024
**Paid To:** 17-Sep-2024
**Payment Date:** 18-Sep-2024
**Processed:** 18-Sep-2024
**Run No:** 544
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,293.24 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,594.24 | $175.00 | $1,769.24 | $334.00 | $142.00 | $1,293.24 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 28.0000 | Hours | $49.8200 | $1,394.96 |
| Travel Allowance ($39) | 5.0000 | Each | $35.0000 | $175.00 |

| Deductions | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| Union Fees | 1.0000 | Each | $142.0000 | $142.00 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |
| RDO Paid | 8.0000 | Hours | $49.8200 | $398.56 | 16-Sep-2024 | 16-Sep-2024 |
| Leave Without Pay | 4.0000 | Hours | $0.0001 | $0.00 | 17-Sep-2024 | 17-Sep-2024 |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $203.46 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Oct-2024

**Paid From:** 18-Sep-2024
**Paid To:** 24-Sep-2024
**Payment Date:** 25-Sep-2024
**Processed:** 25-Sep-2024
**Run No:** 546
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,428.52 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,793.52 | $175.00 | $1,968.52 | $398.00 | $142.00 | $1,428.52 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 40.0000 | Hours | $49.8200 | $1,992.80 |
| Travel Allowance ($39) | 5.0000 | Each | $35.0000 | $175.00 |

| Deductions | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| Union Fees | 1.0000 | Each | $142.0000 | $142.00 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $226.38 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Nov-2024

**Paid From:** 25-Sep-2024
**Paid To:** 1-Oct-2024
**Payment Date:** 2-Oct-2024
**Processed:** 2-Oct-2024
**Run No:** 548


| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,618.27 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,863.27 | $175.00 | $2,038.27 | $420.00 | $0.00 | $1,618.27 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 32.0000 | Hours | $49.8200 | $1,594.24 |
| Travel Allowance ($39) | 5.0000 | Each | $35.0000 | $175.00 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |
| Annual Leave | 8.0000 | Hours | $49.8200 | $398.56 | 27-Sep-2024 | 27-Sep-2024 |
| Annual Leave Loading - Taxed | 1.0000 | Each | $69.7480 | $69.75 | | |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $234.40 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Nov-2024

**Paid From:** 2-Oct-2024
**Paid To:** 8-Oct-2024
**Payment Date:** 9-Oct-2024
**Processed:** 9-Oct-2024
**Run No:** 550
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,535.52 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,793.52 | $140.00 | $1,933.52 | $398.00 | $0.00 | $1,535.52 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 24.0000 | Hours | $49.8200 | $1,195.68 |
| Travel Allowance ($39) | 4.0000 | Each | $35.0000 | $140.00 |
| Public Holiday | 8.0000 | Hours | $49.8200 | $398.56 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |
| RDO Paid | 8.0000 | Hours | $49.8200 | $398.56 | 8-Oct-2024 | 8-Oct-2024 |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $222.35 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Nov-2024

**Paid From:** 9-Oct-2024
**Paid To:** 15-Oct-2024
**Payment Date:** 16-Oct-2024
**Processed:** 16-Oct-2024
**Run No:** 551
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,570.52 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,793.52 | $175.00 | $1,968.52 | $398.00 | $0.00 | $1,570.52 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 34.5000 | Hours | $49.8200 | $1,718.79 |
| Travel Allowance ($39) | 5.0000 | Each | $35.0000 | $175.00 |
| Inclement Weather | 5.5000 | Hours | $49.8200 | $274.01 |

*10 October 2024*

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $226.38 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Nov-2024

**Paid From:** 16-Oct-2024
**Paid To:** 22-Oct-2024
**Payment Date:** 23-Oct-2024
**Processed:** 23-Oct-2024
**Run No:** 552
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,570.52 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,793.52 | $175.00 | $1,968.52 | $398.00 | $0.00 | $1,570.52 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 40.0000 | Hours | $49.8200 | $1,992.80 |
| Travel Allowance ($39) | 5.0000 | Each | $35.0000 | $175.00 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $226.38 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Nov-2024

**Paid From:** 23-Oct-2024
**Paid To:** 29-Oct-2024
**Payment Date:** 30-Oct-2024
**Processed:** 30-Oct-2024
**Run No:** 554
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,570.52 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,793.52 | $175.00 | $1,968.52 | $398.00 | $0.00 | $1,570.52 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 38.5000 | Hours | $49.8200 | $1,918.07 |
| Travel Allowance ($39) | 5.0000 | Each | $35.0000 | $175.00 |
| Inclement Weather | 1.5000 | Hours | $49.8200 | $74.73 |

*24 October 2024*

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $226.38 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Dec-2024

**Paid From:** 30-Oct-2024
**Paid To:** 5-Nov-2024
**Payment Date:** 6-Nov-2024
**Processed:** 6-Nov-2024
**Run No:** 556
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,535.52 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,793.52 | $140.00 | $1,933.52 | $398.00 | $0.00 | $1,535.52 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 16.0000 | Hours | $49.8200 | $797.12 |
| Travel Allowance ($39) | 4.0000 | Each | $35.0000 | $140.00 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |
| RDO Paid | 16.0000 | Hours | $49.8200 | $797.12 | 4-Nov-2024 | 5-Nov-2024 |
| Personal (Sick) Leave | 8.0000 | Hours | $49.8200 | $398.56 | 30-Oct-2024 | 30-Oct-2024 |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $222.35 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Dec-2024

**Paid From:** 6-Nov-2024
**Paid To:** 12-Nov-2024
**Payment Date:** 13-Nov-2024
**Processed:** 13-Nov-2024
**Run No:** 557
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,570.52 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,793.52 | $175.00 | $1,968.52 | $398.00 | $0.00 | $1,570.52 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 30.0000 | Hours | $49.8200 | $1,494.60 |
| Travel Allowance ($39) | 5.0000 | Each | $35.0000 | $175.00 |
| Inclement Weather | 2.0000 | Hours | $49.8200 | $99.64 |

*7 November 2024*

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |
| RDO Paid | 8.0000 | Hours | $49.8200 | $398.56 | 6-Nov-2024 | 6-Nov-2024 |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $226.38 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Dec-2024

**Paid From:** 13-Nov-2024
**Paid To:** 19-Nov-2024
**Payment Date:** 20-Nov-2024
**Processed:** 20-Nov-2024
**Run No:** 560
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,535.52 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,793.52 | $140.00 | $1,933.52 | $398.00 | $0.00 | $1,535.52 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 26.5000 | Hours | $49.8200 | $1,320.23 |
| Travel Allowance ($39) | 4.0000 | Each | $35.0000 | $140.00 |
| Inclement Weather | 5.5000 | Hours | $49.8200 | $274.01 |

*19 November 2024*

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |
| Personal (Sick) Leave | 8.0000 | Hours | $49.8200 | $398.56 | 18-Nov-2024 | 18-Nov-2024 |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $222.35 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Dec-2024

**Paid From:** 20-Nov-2024
**Paid To:** 26-Nov-2024
**Payment Date:** 27-Nov-2024
**Processed:** 27-Nov-2024
**Run No:** 564
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,176.87 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,419.87 | $35.00 | $1,454.87 | $278.00 | $0.00 | $1,176.87 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 8.0000 | Hours | $49.8200 | $398.56 |
| Travel Allowance ($39) | 1.0000 | Each | $35.0000 | $35.00 |
| Inclement Weather | 24.5000 | Hours | $49.8200 | $1,220.59 |

*8 hours 20.11.24; 8 hours 21.11.24; 8 hours 22.11.24; 0.5 hours 25.11.24 inclement weather balance exhausted*

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |
| Leave Without Pay | 7.5000 | Hours | $0.0001 | $0.00 | 25-Nov-2024 | 25-Nov-2024 |

*Inclement weather balance exhausted*

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $167.31 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Jan-2025

**Paid From:** 27-Nov-2024
**Paid To:** 3-Dec-2024
**Payment Date:** 4-Dec-2024
**Processed:** 4-Dec-2024
**Run No:** 565
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,401.42 |

**Reprinted**

Please ensure you have advised hr@rosenlund.com.au of the type of leave you wish to take over the Christmas shut down period. The shut down period is 19 December 2024 to 5 January 2025.

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,544.42 | $175.00 | $1,719.42 | $318.00 | $0.00 | $1,401.42 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 27.0000 | Hours | $49.8200 | $1,345.14 |
| Travel Allowance ($39) | 5.0000 | Each | $35.0000 | $175.00 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |
| Leave Without Pay | 5.0000 | Hours | $0.0001 | $0.00 | 27-Nov-2024 | 27-Nov-2024 |
| RDO Paid | 8.0000 | Hours | $49.8200 | $398.56 | 2-Dec-2024 | 2-Dec-2024 |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $197.73 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Jan-2025

**Paid From:** 4-Dec-2024
**Paid To:** 10-Dec-2024
**Payment Date:** 11-Dec-2024
**Processed:** 11-Dec-2024
**Run No:** 568
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,500.52 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,793.52 | $105.00 | $1,898.52 | $398.00 | $0.00 | $1,500.52 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 24.0000 | Hours | $49.8200 | $1,195.68 |
| Travel Allowance ($39) | 3.0000 | Each | $35.0000 | $105.00 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |
| Personal (Sick) Leave | 16.0000 | Hours | $49.8200 | $797.12 | 9-Dec-2024 | 10-Dec-2024 |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $218.33 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Jan-2025

**Paid From:** 4-Dec-2024
**Paid To:** 10-Dec-2024
**Payment Date:** 12-Dec-2024
**Processed:** 12-Dec-2024
**Run No:** 572
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $35.00 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $0.00 | $35.00 | $35.00 | $0.00 | $0.00 | $35.00 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 8.0000 | Hours | $49.8200 | $398.56 |
| Travel Allowance ($39) | 1.0000 | Each | $35.0000 | $35.00 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| Personal (Sick) Leave | -8.0000 | Hours | $49.8200 | -$398.56 | 10-Dec-2024 | 10-Dec-2024 |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $4.02 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Jan-2025

**Paid From:** 11-Dec-2024
**Paid To:** 17-Dec-2024
**Payment Date:** 18-Dec-2024
**Processed:** 17-Dec-2024
**Run No:** 569
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,418.33 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,569.33 | $175.00 | $1,744.33 | $326.00 | $0.00 | $1,418.33 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 33.5000 | Hours | $49.8200 | $1,668.97 |
| Travel Allowance ($39) | 5.0000 | Each | $35.0000 | $175.00 |
| Inclement Weather | 2.0000 | Hours | $49.8200 | $99.64 |
| *11 December 2024* | | | | |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |
| Leave Without Pay | 4.5000 | Hours | $0.0001 | $0.00 | 11-Dec-2024 | 11-Dec-2024 |
| *Insufficient inclement weather balance for 11 December 2024* | | | | | | |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $200.60 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Jan-2025

**Paid From:** 18-Dec-2024
**Paid To:** 24-Dec-2024
**Payment Date:** 24-Dec-2024
**Processed:** 17-Dec-2024
**Run No:** 570
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,524.39 |

**Reprinted**

We wish you and your family a happy, safe and restful Christmas and New Year break.

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,828.39 | $105.00 | $1,933.39 | $409.00 | $0.00 | $1,524.39 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| Inclement Weather | 8.0000 | Hours | $49.8200 | $398.56 |
| *18 December 2024* | | | | |
| Travel Allowance ($39) | 3.0000 | Each | $35.0000 | $105.00 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |
| RDO Paid | 28.0000 | Hours | $49.8200 | $1,394.96 | 19-Dec-2024 | 24-Dec-2024 |
| Annual Leave | 4.0000 | Hours | $49.8200 | $199.28 | 24-Dec-2024 | 24-Dec-2024 |
| *RDO entitlement exceeded* | | | | | | |
| Annual Leave Loading - Taxed | 1.0000 | Each | $34.8740 | $34.87 | | |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $222.34 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Jan-2025

**Paid From:** 25-Dec-2024
**Paid To:** 31-Dec-2024
**Payment Date:** 31-Dec-2024
**Processed:** 17-Dec-2024
**Run No:** 571
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,526.02 |

**Reprinted**

We wish you and your family a happy, safe and restful Christmas and New Year break.

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,933.02 | $35.00 | $1,968.02 | $442.00 | $0.00 | $1,526.02 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| Travel Allowance ($39) | 1.0000 | Each | $35.0000 | $35.00 |
| Public Holiday | 8.0000 | Hours | $49.8200 | $398.56 |
| Public Holiday | 8.0000 | Hours | $49.8200 | $398.56 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |
| RDO Paid | 8.0000 | Hours | $49.8200 | $398.56 | 27-Dec-2024 | 27-Dec-2024 |
| Annual Leave | 16.0000 | Hours | $49.8200 | $797.12 | 28-Dec-2024 | 31-Dec-2024 |
| Annual Leave Loading - Taxed | 1.0000 | Each | $139.4960 | $139.50 | | |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $226.32 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $87.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $9.50 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Feb-2025

**Paid From:** 1-Jan-2025
**Paid To:** 7-Jan-2025
**Payment Date:** 8-Jan-2025
**Processed:** 8-Jan-2025
**Run No:** 575
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,552.58 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,915.58 | $74.00 | $1,989.58 | $437.00 | $0.00 | $1,552.58 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 16.0000 | Hours | $49.8200 | $797.12 |
| Travel Allowance ($39) | 2.0000 | Each | $37.0000 | $74.00 |
| Public Holiday | 8.0000 | Hours | $49.8200 | $398.56 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |
| RDO Paid | 2.0000 | Hours | $49.8200 | $99.64 | 2-Jan-2025 | 5-Jan-2025 |
| Annual Leave | 14.0000 | Hours | $49.8200 | $697.48 | 2-Jan-2025 | 5-Jan-2025 |
| *RDO balance exceeded* | | | | | | |
| Annual Leave Loading - Taxed | 1.0000 | Each | $122.0590 | $122.06 | | |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $228.80 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $91.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $10.00 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $54.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Feb-2025

**Paid From:** 8-Jan-2025
**Paid To:** 14-Jan-2025
**Payment Date:** 15-Jan-2025
**Processed:** 15-Jan-2025
**Run No:** 576
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $1,580.52 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $1,793.52 | $185.00 | $1,978.52 | $398.00 | $0.00 | $1,580.52 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 40.0000 | Hours | $49.8200 | $1,992.80 |
| Travel Allowance ($39) | 5.0000 | Each | $37.0000 | $185.00 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| RDO Accrual | -4.0000 | Hours | $49.8200 | -$199.28 | | |

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $227.53 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $91.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $10.00 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

**Company:** RCNT Holdings Pty Ltd
**ABN:** 85154591509
**Employee:** 000204 Davies, Tammy
**Pay Point:** CW1 Skilled Labourer
**Employed:** RLD - 36H 2xRDO CW
**Super: payment to fund expected on or before** 15-Feb-2025

**Paid From:** 15-Jan-2025
**Paid To:** 21-Jan-2025
**Payment Date:** 22-Jan-2025
**Processed:** 22-Jan-2025
**Run No:** 579
Page 1 of 1

| BSB | Account # | Amount |
|---|---|---|
| [redacted] | [redacted] | $3,056.15 |

**Reprinted**

| | Taxable | Non Taxable | Gross Pay | Tax Withheld | Deductions | Net Pay |
|---|---|---|---|---|---|---|
| This Pay | $4,126.15 | $74.00 | $4,200.15 | $1,144.00 | $0.00 | $3,056.15 |

| Payments | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| CW1 - Skilled Labourer | 12.0000 | Hours | $49.8200 | $597.84 |
| Travel Allowance ($39) | 2.0000 | Each | $37.0000 | $74.00 |

| Leave | Hrs/Units | U.O.M | Pay Rate | Amount | Start | Finish |
|---|---|---|---|---|---|---|
| Personal (Sick) Leave | 8.0000 | Hours | $49.8200 | $398.56 | 15-Jan-2025 | 15-Jan-2025 |
| Personal (Sick) Leave | 8.0000 | Hours | $49.8200 | $398.56 | 17-Jan-2025 | 17-Jan-2025 |
| RDO Paid | 6.0000 | Hours | $49.8200 | $298.92 | 20-Jan-2025 | 20-Jan-2025 |

*Payout accrued unused RDOs*

| Employer Paid | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| BussQ (Employer) % | 11.5000 | Percent | $1.0000 | $203.31 |
| BERT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $91.00 |
| BEWT (Employer) Small Projects | 1.0000 | Each | $1.0000 | $10.00 |
| CIPQ (Employer) | 1.0000 | Each | $1.0000 | $51.00 |

| Lump Sum Items | Hrs/Units | U.O.M | Pay Rate | Amount |
|---|---|---|---|---|
| Lump Sum A | 48.8212 | Hours | $49.8200 | $2,432.27 |

**Termination Date** 20-Jan-2025

**ETP's Only**

**E.T.P. Date**
**E.T.P Tax** $0.00
**Death Benefit ETP:** ..
**Invalidity:** ..
**Trustee, Depend or Oth (TDO):**
**Subsequent payment for the same termination in current income year:** ..
**Subsequent payment for the same termination in previous income year:** ..

RR-2

239

default

**ROSENLUND CONTRACTORS PTY LTD**

**TOOMBUL SHOPPING CENTRE**

**SITE LAYOUT**




**3 X 1.5M LANDING**

**ROOF OVER**

**GROUND FLOOR STAIRS**

**FIRST AID STEPS**

**PLEASE NOTE: SITE LAYOUT IS INDICATIVE ONLY. POSITIONS OF DOORS, WINDOWS, AC'S AND KITCHENTTES MAY DIFFER SLIGHTLY FROM WHAT IS SHOWN.**

**REV B 09/02/2024**


RR-2


Target




ROSENLUND
ROSENLUND
function well.
function well


UP
STAIRS,
BARS DINING
ENTERTAINME
Target.


UP
STAIRS.
BARS DINING +
ENTERTAINMENT


UP
STAIRS
BARS DINING +
ENTERTAINMENT




Target
ROSENLUND
CAT


Target




Target




Target






257






NO STANDING
NO STANDING
HOLDING ZONE
HOLDING ZONE
HOLDING ZONE
260'



## Ryan Rosenlund

**From:** Ryan Rosenlund
**Sent:** Wednesday, 7 May 2025 9:51 AM
**To:** Trevor Sinclair
**Cc:** Dean Rielly; Darcy Rosenlund
**Subject:** RE: Rosenlund

Hi Trevor,

Thanks for getting back to me. Your probably weren't aware that I am back handling the HR\Payroll side of things after Eryn resigned, so I am the best person to address your wage complaints. I am unaware of any outstanding complaints that you mention in your email. So for me to look into your concerns I'll need abit more information in relation to your concerns. Information such as project\date\pay area of concern (ie allowance\pay rate etc) would help me in tracking down anything that might have been missed.

In respect to the meeting that was held at our office while I was away, I think it would be abit of an misnomer to call it interrupted, whilst I was not in country at the time I received several phone calls from neighbouring businesses concerned for the welfare of our staff at our office whilst this meeting was taking place. It would be best for everyone to resolve your concerns via email prior to meeting as at any meeting I will not have access to any historical data to be able to address your concerns.

Looking forward to receiving your email with further details and resolving any wage complaints you might have.

Ryan

**From:** Trevor Sinclair [redacted]
**Sent:** Tuesday, 6 May 2025 3:24 PM
**To:** Ryan Rosenlund [redacted] Dean Rielly [redacted]
**Cc:** Darcy Rosenlund [redacted]
**Subject:** Re: Rosenlund

Hi Ryan,
I hope this message finds you well.
Following our previous correspondence, Dean and I have engaged in discussions aimed at addressing the outstanding wage complaints. In order to facilitate the resolution process, we would like to clarify the status of these complaints from your end.
We would like to reconvene the meeting that we started at your office previously with Darcy before it was interrupted. we are happy to do at our office or a suitable location where we will not be interrupted.
Your insights will be invaluable as we work towards a comprehensive solution.
Thank you for your attention to this matter. I look forward to your prompt response.

Best regards
Trevor Sinclair

CFMEU
Construction & General Division
QLD/NT Divisional Branch

**Trevor Sinclair**
Organiser

16 Campbell Street
Bowen Hills QLD 4006
[redacted]

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---

**From:** Trevor Sinclair [redacted]
**Sent:** Tuesday, May 6, 2025 9:33:36 AM
**To:** Ryan Rosenlund [redacted]; Dean Rielly [redacted]
**Cc:** Darcy Rosenlund [redacted]
**Subject:** Re: Rosenlund

Hi Ryan, my self and Dean will sit down and go through some things and get back to you by cob today.

CFMEU
Construction & General Division
QLD/NT Divisional Branch

**Trevor Sinclair**
Organiser

16 Campbell Street
Bowen Hills QLD 4006
[redacted]

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---

**From:** Ryan Rosenlund [redacted]
**Sent:** Tuesday, May 6, 2025 9:22:20 AM
**To:** Trevor Sinclair [redacted]; Dean Rielly [redacted]

**Cc:** Darcy Rosenlund [redacted]
**Subject:** RE: Rosenlund

Hi Trevor,

I am aware Dean has contacted our staff suggesting you are unable to contact us to discuss your issues. I am not sure where this is coming from as our lines of communication remain open.

As outlined before please email me your concerns so I can address them.

Ryan

**From:** Ryan Rosenlund [redacted]
**Sent:** Friday, 2 May 2025 4:49 PM
**To:** Trevor Sinclair [redacted]; Dean Rielly [redacted]
**Cc:** Darcy Rosenlund [redacted]
**Subject:** Re: Rosenlund

Hi Trevor,

Before we meet, I would like to have a framework of your issues. Can you please reply to this email outlining your concerns so we can address them when we meet.

Ryan

**From:** Trevor Sinclair [redacted]
**Sent:** Friday, May 2, 2025 4:46 PM
**To:** Ryan Rosenlund [redacted]; Dean Rielly [redacted]
**Cc:** Darcy Rosenlund [redacted]
**Subject:** Re: Rosenlund

Hi Ryan,

I hope this message finds you well.

I attempted to reach Darcy yesterday, but I have not received a return call if you will be my primary point of contact moving forward, please confirm I believe it would be beneficial for us to catch up at your earliest convenience. Thank you and I look forward to hearing from you soon

Best regards,

Trevor Sinclair
[redacted]

CFMEU
Construction & General Division
QLD/NT Divisional Branch

**Trevor Sinclair**
Organiser

16 Campbell Street
Bowen Hills QLD 4006




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**From:** Ryan Rosenlund
**Sent:** Friday, May 2, 2025 4:37:02 PM
**To:** Dean Rielly Trevor Sinclair
**Cc:** Darcy Rosenlund
**Subject:** Re: Rosenlund

Hi Trevor

Just following up on my email, I have not heard back from either of you after several attempts.

Ryan

**From:** Dean Rielly
**Sent:** Wednesday, April 23, 2025 10:48 AM
**To:** Ryan Rosenlund Trevor Sinclair
**Cc:** Darcy Rosenlund
**Subject:** Re: Rosenlund

Hi Ryan
Trevor is overseas till Monday.
I can get Response then.

CFMEU
Construction & General Division
QLD/NT Divisional Branch

**Dean Rielly**
Organiser

16 Campbell Street
Bowen Hills QLD 4006




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use its information in any way. We do not waive any confidentiality, privilege or copyright in this email. In order to minimise the risk of fraud,
prior to proceeding with any electronic transfer of funds please confirm by telephone the details of any new account we nominate for that purpose.

**From:** Ryan Rosenlund [redacted]
**Sent:** Wednesday, April 23, 2025 10:44:54 AM
**To:** Trevor Sinclair [redacted]; Dean Rielly [redacted]
**Cc:** Darcy Rosenlund [redacted]
**Subject:** Rosenlund

Hi Trevor

I am back from overseas, I believe you had a meeting with Darcy to discuss a few issues. Can you please outline the issues you were discussing with Darcy so we can provide a response to your concerns.

**Ryan Rosenlund**
Rosenlund Group

[redacted] www.rosenlund.com.au
PO BOX 169 Virginia QLD 4014

## Ryan Rosenlund

**From:** Ryan Rosenlund
**Sent:** Friday, 21 June 2024 10:55 AM
**To:** Eban CFMEU; [redacted]
**Cc:** Darcy Rosenlund
**Subject:** Meeting Request

Hi Trevor\Eban,

Can I please request an urgent meeting regarding what's going on at Toombul. Sometime Monday or Tuesday next week would be ideal.

**Ryan Rosenlund**
Rosenlund Group

[redacted] www.rosenlund.com.au
PO BOX 169 Virginia QLD 4014

ROSENLUND
DECONSTRUCTION
CIVIL ENGINEERING

## Kmart/ Busway interface Demolition Scaffold Requirements




Demolition Scaffold, inner face containment, progressive tie removal.
Control of public interface during erection and dismantle.
Scaffold to be 450mm from structure.

11:14

9

T

Trent Broudhurst

1 May 2024 at 12:47 pm

Joel J

20 Jun 2024 at 12:35 pm

Tammy

Is her name

21 Jun 2024 at 9:59 am

Rhys Mirkin RM

RB scaffold

The other company owner hasn't got back to me at all.

If you call him just say Trent said to give you a ring and he said your  look after you

21 Jun 2024 at 11:16 am

Sekona Mau Gryphon... SG

Text Message • SMS
3 Jul 2024 at 8:25 am

iMessage

Outlook

**FW: Scaffold for Toombul/ Rosenlund**

**From** Darcy Rosenlund [redacted]
**Date** Mon 2/9/2026 11:22 AM
**To** Ryan Rosenlund [redacted]

2 attachments (241 KB)
RB11234 Rosenlund Toombul Kmart Busway interface demolition scaffold.pdf; Demolition Scaffold- Grace Street.pdf;

**From:** Shaun Ellis [redacted]
**Sent:** Tuesday, 2 July 2024 11:31 AM
**To:** Brendan McGuffin [redacted]
**Cc:** Rhys Mirkin [redacted] Darcy Rosenlund [redacted]
**Subject:** RE: Scaffold for Toombul/ Rosenlund

You don't often get email from [redacted]. Learn why this is important

Hi Brendan,

Please find attached quote and mark up provided to submit offer.

Any queries or clarification please contact.

Thanks,

Regards,


**Shaun Ellis**
Estimation Manager

[redacted]
www.rbscaff.com.au
75 Boundary Street Beenleigh QLD 4207



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**From:** Rhys Mirkin [redacted]
**Sent:** Monday, July 1, 2024 12:03 PM
**To:** Shaun Ellis [redacted]
**Subject:** Fw: Scaffold for Toombul/ Rosenlund


**Rhys Mirkin**
Operations Director

[redacted]
www.rbscaff.com.au
75 Boundary Street Beenleigh QLD 4207

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**From:** Brendan McGuffin [redacted]
**Sent:** 01 July 2024 11:50
**To:** Rhys Mirkin [redacted]
**Cc:** Darcy Rosenlund [redacted]
**Subject:** Scaffold for Toombul/ Rosenlund

You don't often get email from [redacted]. Learn why this is important

Rhys,
Thanks for your time last week at Toombul.
Refer attached diagram indicating locations and length etc.
Cheers

Brendan McGuffin
WHS/E/QA Manager
ROSENLUND CONTRACTORS PTY LTD

ROSENLUND
DECONSTRUCTION
CIVIL ENGINEERING

[redacted]

RB Scaffolding PTY LTD
75 Boundary Street Beenleigh QLD 4207
1300 001 016
office@rbscaff.com.au
www.rbscaff.com.au

02 July 2024

Job: RB11234
Quote: Q35393

Brendan McGuffin
Rosenlund Deconstruction Civil Engineering
Email: [redacted]

Dear Brendan,
Thank you for the opportunity to provide this Quote.

| | |
|---|---|
| Project Name: | Toombul Kmart /Busway interface demolition scaffold requirements |
| Project Site Address: | 1015 Sandgate Rd, Nundah QLD 4012 |
| Project Total Budget: | AUD86,795.00 |

Project Budget Summary:

| | |
|---|---|
| Project Consumables | $5,943.00 |
| Contract Hire | $13,076.00 |
| Dismantle Labour | $20,230.00 |
| Erect Labour | $39,032.00 |
| Design | $1,220.00 |
| Engineering | $2,220.00 |
| Pickup Transport | $2,537.00 |
| Delivery Transport | $2,537.00 |

Optional (excluded from budget): AUD0.00 (Refer to Job List)
Reference Docs: RB11234 - Toombul Kmart Busway - Cloud Client Ref Documents

The Quote is subject to the attached Job List , Scope of Works and our Terms and Conditions (which can be viewed online at https://www.rbscaffolding.com.au/terms/).

Should you have any question don't hesitate to contact us.

Sincerely
Shaun Ellis
MANAGER
Tel: [redacted]
Email: [redacted]

## SCOPE OF WORKS:

SCAFFOLD GENERAL:

1. All scaffolds to be built in accordance with AS/NZ4576.
2. All scaffold to comply with the Scaffolding Code of Practice 2021.
3. Where applicable, scaffold / false work structures must comply with AS3610-1995.

SCAFFOLD SPECIFIC:

- Estimate submitted based T1 - CFMEU Union Collective Agreement 2023 – 2027, including industry RDO's.

1. Scaffold estimate provided as per markup received from Brendan McGuffin 01/07/24.
2. Scaffold configuration to consist of 5 board wide (1.2m) no hop up allowed.
3. Scaffold inside leg off set from structure as per instruction. (450mm)
4. 675kg Heavy duty working platform provided.
5. Stretcher stair x 1 allowance.
6. Construction stair x 1 allowance.
7. Spotter allowance for Bus access & egress.
8. Unimesh containment allowance provided to outside and inside legs.
9. Ground conditions (geotechnical) is the responsibility of Rosenlund for imposed leg loads of scaffold. (leg loads provided upon request)
10. All down time impacting on scaffold field crew whilst demolition phase is underway will be charged at hourly rate.
11. If scaffold is deemed not compliant at the end of each day shift whilst demolition phase is in progress hourly rates apply to make compliant. For example, scaffold ties, containment etc.
12. Scaffold design & Rpeq x 1 allowed. (includes onsite sign off)
13. Damaged or lost material (scaffold) will be charged at current list rates.
14. Minimum 4 weeks hire period for each scaffold line item.
15. Inductions taking over 1hr will be charged at hourly rates provided below, per individual.
16. Hire period of the goods (scaffold shall commence from the day Rosenlund takes acceptance of handover to proposed scaffold and until the day proposed scaffold is no longer required. Hire rate continues for public holidays, weekends, inclement weather, industrial action or Government interference.

SPECIFIC EXCLUSIONS:

The following items are specifically excluded from the Quote (unless otherwise specifically stated in the Job List) and remain the responsibility of the principal:

1. No allowance made for back propping for scaffold leg loads.
2. No allowance made for handrail.
3. No allowance made for scaffold gantries or covered walkways in quotation.
4. No allowance provided for cranage, traffic control permits, works permits etc. (principal contractor to provide or charged as a variation).

5. No allowance made for the use of specialised tooling, safety equipment or component lanyards to complete works.
6. No allowance for riser - lift out penos excluded from submission. more info required.
7. Minimum of 20 Lineal meters of handrail per callout, less than 25 lineal meters of handrail will be charged at an hourly rate at 8 hour minimum per worker.
**8. All additional quoted works are based on normal working hours unless advised otherwise by client in the RFQ. Penalty rates apply to all elements outside normal working hours i.e. Saturday, after hours etc.**

PRINCIPAL TO PROVIDE:
In addition to those items described in the Standard Conditions the following items are to be provided by the principal:
1. A clear site for delivery/collection & erection/dismantle of scaffold.
2. Any required permits &/ or traffic control.
3. Ground conditions suitable for scaffold loading purposes, including engineer's certification if required.
4. Cranage for the vertical movement of scaffold throughout erection/dismantle is provided by the principal without charge.
5. Horizontal movements of equipment greater than 20 lineal meters (L/M).
6. Marked up plan set, scope of works and program attached with specific notes as required.

ADDITIONAL RATES AND CHARGES:
1. Normal Time Hourly Rate = $119.00 per hour
2. Over Time Hourly Rate = $175.00 per hour

Scaffolding labour will be charged at a minimum of 8 hours per man.
Rates quoted herein are subject to an annual review every 1st of July, to accommodate for any demonstrable increases in labor, and other direct costs.
Travel time will be chargeable at applicable labour rates where travel is required to complete the additional works.
Any Horizontal movement of scaffolding equipment greater than 20 Lineal Meters shall be charged at the applicable hourly rate.

## JOB LIST:

| Job # | Name | # Weeks Hire | PWT Hire | Job Total Budget |
|---|---|---|---|---|
| C001 | D01 - Demolition scaffold screen including 1 x stretcher & construction stair | 8 | $1,634.50 | $86,795.00 |
| **Contract Total Budget** | | | | **$86,795.00** |

## Kmart/ Busway interface Demolition Scaffold Requirements




Demolition Scaffold, inner face containment, progressive tie removal.
Control of public interface during erection and dismantle.
Scaffold to be 450mm from structure.

Outlook

**FW: Scaffold for Toombul/ Rosenlund**

**From** Darcy Rosenlund [redacted]>
**Date** Mon 2/9/2026 11:18 AM
**To** Ryan Rosenlund [redacted]

1 attachment (152 KB)
ROTS01.pdf;

**From:** Sekona Mau [redacted]
**Sent:** Monday, 8 July 2024 3:31 PM
**To:** Darcy Rosenlund [redacted]
**Cc:** Josh Mau [redacted]
**Subject:** RE: Scaffold for Toombul/ Rosenlund

Hi Darcy,

We thank you for the opportunity for Gryphon Scaffolding to submit this quotation for your consideration.
Please see attached our pricing as requested.
If you have any questions concerning this quotation, please feel free contact us.

Kind Regards,

**Sekona Mau**
*Director*

GRYPHON SCAFFOLDING

[redacted]

**Web:** www.gryphonscaffolding.com.au
**Address:** 10/10-14 Louis Court Upper Coomera QLD 4209
**Postal:** PO Box 581 Upper Coomera QLD 4209

**From:** Darcy Rosenlund [redacted]
**Sent:** Tuesday, July 2, 2024 9:54 AM
**To:** Sekona Mau [redacted]
**Subject:** Scaffold for Toombul/ Rosenlund

Hi Sekona

We have a live demolition job at Toombul Shopping Centre that we required some demolition scaffold for.

Refer attached diagram indicating locations and length. I have marked up the below near maps image showing general location overall.

If you would like a site visit, we are onsite full time, access is of Widdop street, Nundah. Please let me know a day and time that would suit you.

We would be looking for pricing and installation in about 3-4 weeks. If you have any questions, please let me know




Regards

Darcy Rosenlund

ROSENLUND
DECONSTRUCTION
CIVIL ENGINEERING

[redacted]

# QUOTATION

**QUOTE: #ROTS01**

08 July 2024

**TO:**
Rosenlund
Attn: Darcy Rosenlund
Ph: [redacted]
Email: [redacted]
Address:

**FROM:**
Gryphon Scaffolding Pty Ltd
As Trustee for the Gryphon Scaffolding Unit Trust
Ph: 1300 463 330 ABN: 97 311 669 376
10/10-14 Louis Court, Coomera QLD 4209
PO Box 581, Upper Coomera QLD 4209

## *TOOMBUL SHOPPING MALL*
## *DEMOLITION SCAFFOLD*

Dear Darcy,

We thank you for the opportunity for Gryphon Scaffolding to submit this quotation for your consideration.

If you have any questions concerning this quotation, please feel free contact us.

Kind Regards,

[redacted]
Sekona Mau
Director
Ph: [redacted]
Email: [redacted]

# Quotation

| SCAFFOLD DESCRIPTION | | TOTAL | |
|---|---|---|---|
| Design | | $ | 520.00 |
| Scaffold Hire Per Week | | $ | 584.00 |
| Transport | | $ | 1,903.00 |
| Sundries | | $ | 180.00 |
| Labour | | $ | 20,715.00 |
| ***SCAFFOLD TOTAL*** | ***(EXCL G.S.T)*** | **$** | **23,382.00** |

**From:** Ryan Rosenlund
**Sent:** Tuesday, 30 July 2024 3:05 PM
**To:** 'Brad Harding (RCNT)' [redacted]
**Subject:** RE: Authorisation for payment

Hi Brad,

Can you give me a call about this when you can, not quite sure what you mean. I've entered

them into excel to add them up, and we are doing a deduction tomorrow of $400 from each person?

| Name | Amount |
|---|---|
| Jay Howard | $ 400.00 |
| Martin Ledsham | $ 400.00 |
| Neil Muller | $ 400.00 |
| Paul McClutchie | $ 400.00 |
| Rick Medland | $ 400.00 |
| Lorenzo Meicho | $ 400.00 |
| PJ Puru | $ 400.00 |
| Andrew Stearman | $ 400.00 |
| Antoni Jazowy | $ 400.00 |
| Gary Ellis | $ 400.00 |
| Damon McVie | $ 400.00 |
| Sean Robinson | $ 400.00 |
| Tammy Davies | $ 400.00 |
| Shane Edwards | $ 400.00 |
| Shane Wriggles | $ 400.00 |
| Colin Oakes | $ 400.00 |
| Jack Haworth | $ 400.00 |
| Chris Buckley | $ 400.00 |
| Jensen B Claridge | $ 400.00 |
| Trent Broadhurst | $ 400.00 |
| Brad Harding | $ 400.00 |
| Alex Morton | $ 400.00 |
| Jaiden Witfield | $ 400.00 |
| Jeremy Henquet | $ 400.00 |
| | $9,600.00 |

Ryan

---

**From:** Brad Harding (RCNT) [redacted]
**Sent:** Tuesday, July 30, 2024 2:54 PM
**To:** Ryan Rosenlund [redacted]
**Cc:** [redacted]
**Subject:** Authorisation for payment

Hi Ryan

please find attached can we pay to the bsb and account on top of forum by COB. there will also be a authority coming through for the boys to give back over weeks

[redacted]

Thanks

Get Outlook for iOS

**From:** Brad Harding [redacted]
**Sent:** Wed 31/07/2024 4:02:52 PM (UTC+10:00)
**To:** Ryan Rosenlund [redacted]
**Subject:** Re: Authorisation for return of payment

Hi Ryan
Jay and Andrew should have been in touch this morning when I get back Monday I'll send you a aurtho for it for paper trail.

Cheers

Sent from my iPad

On 31 Jul 2024, at 7:34 AM, Brad Harding (RCNT) wrote:

I'll get them to get in contact with you jay was at doctors and didn't see andrew

*Kind Regards,*
*Brad Harding*

**I wish to acknowledge the Traditional Custodians of the Land in which I walk, live and work. I would like to pay my respects to our Elders past, present and future for they hold the memories, traditions, culture and hopes of the Aboriginal and Torres Strait Islander people of Australia.**

---

**From:** Ryan Rosenlund
**Sent:** Wednesday, July 31, 2024 7:02:53 AM
**To:** Brad Harding (RCNT)
**Subject:** RE: Authorisation for return of payment
Hi Brad,
Can you confirm if Jay and Andrew are $100\week or $50\week, they were on the first sheet but not the second.
Ryan

**From:** Brad Harding (RCNT)
**Sent:** Tuesday, July 30, 2024 3:56 PM
**To:** Ryan Rosenlund
**Subject:** Authorisation for return of payment
Hey Ryan
Here is the return form for Rosenlund
Please take over 4 weeks to complete
Some want 8
If that works

Thanks Ryan
Get Outlook for iOS

Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction and General Division (CFMEUQ)
**Head Office:** 16 Campbell Street, Bowen Hills QLD 4006. Ph: (07) 3231 4600 Fax: (07) 3231 4699 E: qntqueries@cfmeu.org
**Regional Offices:** Darwin NT Ph: (08) 8981 5280 Townsville QLD Ph: (07) 4766 8715
*****Bank Account Details**: BSB 064 000 Account No 16570238***

CFMEU QLD/NT

# AUTHORISATION TO DEDUCT MONEY FROM WAGES

We the workers (listed below) of Rent Holdings. authorise the amount that appears below to be deducted from our wages by our employer and forwarded to the above union.

| Name | Union # | Address | D.O.B | Amount | Signature |
|---|---|---|---|---|---|
| Jay Howard | | [redacted] | | $400 | [redacted] |
| MARTIN LEDSHAM | [redacted] | | | $400 | |
| Neil Miller | | | | $400 | |
| Paul McCutchie | | | | $400 | |
| Rick Medland | | | | 400 | |
| Lorenzo Micech. | | | | $400 | |
| [illegible] | | | | 400 | |
| Andrew Steamson | [redacted] | | | $400 | |
| ANTONY JAGOW | | | | $400 | |
| GARY ELLIS | | | | $400 | |
| DAMON DAVIS | [redacted] | | | $400 | |
| SEAN ROBINSON | | | | $400 | |
| Tammy Davies | | | | $400 | |
| SHANE EDWARDS | | | | $400 | |

Date: 30/7/24 CFMEUQ Organiser/Delegate Name: Brad Harding/trev Ph: [redacted]

Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction and General Division (CFMEUQ)
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CFMEU QLD/NT

# AUTHORISATION TO DEDUCT MONEY FROM WAGES

We the workers (listed below) of Kent Holdings. - authorise the amount that appears below to be deducted from our wages by our employer and forwarded to the above union.

| Name | Union # | Address | D.O.B | Amount | Signature |
|---|---|---|---|---|---|
| Shane Wrigglos | | [redacted] | | $400 | [redacted] |
| Colin Oakes | | | | 400 | |
| Jack Haworth | | | | $400 | |
| Chris Buckley | | | | $400 | |
| Jensen B Claridge | | | | $ 400 | |
| Trent Broadhurst | | | | $400 | |
| Brad Harding | | | | 400 | |
| Alex Melton | | | | $400 | |
| Jaiden Whitfield | | | | $400 | |
| JEREMY HANDLEY | | | | $400 | |
| | | | | | |
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| | | | | | |
| | | | | | |

Date: 30/7/24 CFMEUQ Organiser/Delegate Name: brad harding / trev Ph: [redacted]

SUBMIT

**CFMEU**
QLD/NT

Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction and General Division
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**Regional Offices:** Darwin NT Ph: (08) 8981 5280 Townsville QLD Ph: (07) 4766 8715
**Bank Account Details:** BSB 064 001 Account No 0009 0130

# AUTHORISATION TO DEDUCT DUES FROM WAGES

We the workers of Rcab Holdings. authorise the amount that appears below to be deducted from our wages by our employer and forwarded to the above union as payment of our union fees.

| Name | Union # | Address | D.O.B | Amount | Signature |
|---|---|---|---|---|---|
| Colin Owen | | [redacted] | [redacted] | $50 | [redacted] |
| Shane Edwards | | | | $100 | |
| Shane Wriggles | | | | $50 | |
| Chris Buckley | | | | $100 | |
| Jack Haworth | | | | $100 | |
| Jensen & Clarke | | | | $100 | |
| Alex Morton | | | | $100 | |
| Jaiden Whitfield | | | | $100 | |
| Jeremy Handley | | | | 50 $ | |
| Marcin Ledsham | | | | $100 | |
| Damon McVis | | | | $100 | |
| Paul Mclutchie | | | | $100 | |
| RJ Purj | | | | 50 | |
| E. Robinson | | | | $100 | |

Date: _____ CFMEU Organiser/Delegate Name: Brad Harding Ph: _____

Rev

SUBMIT

**CFMEU**
QLD/NT

Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction and General Division
**Head Office:** 16 Campbell Street, Bowen Hills QLD 4006. Ph: (07) 3231 4600 Fax: (07) 3231 4699 E: qntqueries@cfmeu.org
**Regional Offices:** Darwin NT Ph: (08) 8981 5280 Townsville QLD Ph: (07) 4766 8715
**Bank Account Details**: BSB 064 001 Account No 0009 0130

# AUTHORISATION TO DEDUCT DUES FROM WAGES

We the workers of Rent Holding authorise the amount that appears below to be deducted from our wages by our employer and forwarded to the above union as payment of our union fees.

| Name | Union # | Address | D.O.B | Amount | Signature |
|---|---|---|---|---|---|
| A Jazam | | [redacted] | [redacted] | 100. | [redacted] |
| N Miller | | | | 100 | |
| Glen McDonald | | | | $100 | |
| Jason Meech | | | | $ 50 | |
| GARY ELLIS | | | | $ 100 | |
| Rick Medland | | | | $50 | |
| Brad Harding | | | | $100 | |
| Trent Broadhurst | | | | $100 | |
| Tammy Davies | | | | $ 100 | |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |

Date: 30/7/24 CFMEU Organiser/Delegate Name: Brad Harding/TREV Ph: _____

**From:** Ryan Rosenlund[redacted]
**Sent:** Tue 30/07/2024 3:40:15 PM (UTC+10:00)
**To:** Brad Harding[brad@rosenlund.com.au]
**Cc:** 'tsinclair[redacted]
'qntqueries[redacted]
**Subject:** RE: Authorisation for payment
**Attachment:** beneficiary_advice_report-2024-07-30_1538_265613320.pdf
**Attachment:** Scanned Document 2024-07-30 at 2.50.28 PM.pdf

Hi Brad,
EFT receipt attached for the deductions.

| Name | Amount |
|---|---|
| Jay Howard | $ 400.00 |
| Martin Ledsham | $ 400.00 |
| Neil Muller | $ 400.00 |
| Paul McClutchie | $ 400.00 |
| Rick Medland | $ 400.00 |
| Lorenzo Meicho | $ 400.00 |
| PJ Puru | $ 400.00 |
| Andrew Stearman | $ 400.00 |
| Antoni Jazowy | $ 400.00 |
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| Chris Buckley | $ 400.00 |
| Jensen B Claridge | $ 400.00 |
| Trent Broadhurst | $ 400.00 |
| Brad Harding | $ 400.00 |
| Alex Morton | $ 400.00 |
| Jaiden Witfield | $ 400.00 |
| Jeremy Henquet | $ 400.00 |
| | $9,600.00 |

**Ryan Rosenlund**

Rosenlund Group

[redacted]

[redacted]

[redacted] - www.rosenlund.com.au

PO BOX 169 Virginia QLD 4014



**NAB Connect** **Payee advice**

## Transaction Details

| | |
|---|---|
| **Date** | 30-Jul-2024 |
| **Payee account name** | CFMEU |
| **Payee account number** | [redacted] |
| **Amount** | AUD $9600.00 |
| **Description** | RCNT - ROSENLUND |

This transaction has been processed by NAB Connect and sent to the above beneficiary account.

**End of report**

Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction and General Division (CFMEUQ)
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CFMEU QLD/NT

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| Name | Union # | Address | D.O.B | Amount | Signature |
|---|---|---|---|---|---|
| Jay Howard | | [redacted] | | $400 | [redacted] |
| MARTIN LEDSHAM | [redacted] | | | $400 | |
| Neil Miller | | | | $400 | |
| Paul McCutchie | | | | $400 | |
| Rick Medland | | | | 400 | |
| Lorenzo Micech. | | | | $400 | |
| [illegible] Burn | | | | 400 | |
| Andrew Steamson | [redacted] | | | $400 | |
| ANTONY JAGOW | | | | $400 | |
| GARY ELLIS | | | | $400 | |
| DAMON RIVUS | [redacted] | | | $400 | |
| SEAN ROBINSON | | | | $400 | |
| Tammy Davies | | | | $400 | |
| STEVE EDWARDS | | | | $400 | |

Date: 30/7/24 CFMEUQ Organiser/Delegate Name: Brad Harding/trev Ph: [redacted]

Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland State Construction and General Division (CFMEUQ)
**Head Office:** 16 Campbell Street, Bowen Hills QLD 4006. Ph: (07) 3231 4600 Fax: (07) 3231 4699 E: qntqueries@cfmeu.org
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CFMEU QLD/NT

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| Name | Union # | Address | D.O.B | Amount | Signature |
|---|---|---|---|---|---|
| Shane Wrigglos | | [redacted] | | $400 | [redacted] |
| Colin Oakes | | | | 400 | |
| Jack Haworth | | | | $400 | |
| Chris Buckley | | | | $400 | |
| Jensen B Claridge | | | | $ 400 | |
| Trent Broadhurst | | | | $400 | |
| Brad Harding | | | | 400 | |
| Alex Melton | | | | $400 | |
| Jaiden Whitfield | | | | $400 | |
| JEREMY HANDLEY | | | | $400 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Date: 30/7/24 CFMEUQ Organiser/Delegate Name: brad harding / trev Ph: [redacted]

Friday, 30 August 2024

Michelle Meyer-Gleaves 30/08/2024 9:55 am



oi when are you back in the office ? Just letting you know Trent just rang Eryn and ripped her a new or
and probably needs a rant with you.

Around 12? I just gave her a call, it's a joke. We will have to do something about this. M
He rung me after speaking with Eryn in a huff too

Michelle Meyer-Gleaves 30/08/2024 10:10 am



yeah she was pretty upset, just wanted to let you know so she's not stewing on it.

Wednesday, 4 September 2024

eryn resigned from the phone call on friday, its reall

Michelle Meyer-Gleaves 4/09/2024 7:56 am



yeah she came and told me, she's pretty shaken up. I think it's just set off other stuff she's had happen

shame she seemed really good

Outlook

## Confirmation of Deduction Request

**From** Rosenlund HR [redacted]
**Date** Thu 8/29/2024 2:46 PM
**To** 'jack.haworth [redacted]

Hi Jack
We have received a request to deduct one payment of $568 from your pay on 25 September 2024 for union fees. Would you please confirm you have authorised this to occur.
Kind regards

Eryn Laine
ROSENLUND CONTRACTORS PTY LTD



**Verbal Abuse**

May 2024 - Verbally abused staff member onsite. Staff member advised that he wanted to be moved to another site or not return to work at all.

August 2024 – verbally abused office staff member. Staff member was emotionally distressed. Staff member did not come to work the following day as a result.

**Disruptions to working hours and hours spent onsite.**

9/4/24 4hrs onsite 4hrs personal leave

18/4/24 Workers sent home after 1.5hrs without consultation

22/04/24 Claimed Personal leave

23/04/24 Did not attend work

24/04/24 Workers sent home after 4hrs without management consultation

15/05/24 Came to work and went home after 30minutes claiming sickness

16/05/24 Claimed sickness

17/05/24 Claimed personal leave

20-5-24 to 3-06-24 Claimed Annual Leave

6-6-24 Claimed sickness no work

7-06-24 Claimed sickness no work

11-06-24 Workers sent home after 4hrs without management consultation

13-06-24 Came to work for 4hrs went home claimed 4hrs sick leave

14-06-24 Came to work for 4hrs

17-06-24 Claimed sickness no work

19-06-24 Did not attend work

21-06-24 Workers sent home after 4hrs without management consultation (dirty toilets)

27-06-24 Claimed personal leave, claimed daughter having surgery

02/07/24 Claimed person leave, claimed daughter has appointment with surgeon

04-07-24 Did not attend work, claimed flat tyre on car

05-07-24 Came to work 2hrs work went home claiming sore back from a previous injury

06-07-24 Did not attend work claimed attending scans for back pain

09-07-24 Attended work 3.5hrs. Claimed attending doctors for scans on back

12-07-24 Attended work 4hrs, 4hrs annual leave

15-07-24 Attended work 5.5hrs, Claimed taking car for a service

16-07-24 Claimed union meeting. Didn’t attend work

17-07-24 Claimed sick day. Didn't attend Work

18-07-24 Claimed 4hrs personal Leave, Claimed 4hrs annual leave

22-07-24 Attended work 3hrs. Claimed taking car for a service

29-07-24 Claimed personal Leave. Didn't attend work

30-07-24 Didn't attend work

31-07-24 Claimed delegate duties. Didn't attend work

05-08-24 Workers sent home after 1.5hrs without management consultation (dirty toilets)

06-08-24 Attended work 6.5hrs

07-08-24 Didn't attend work

19-08-24 Arrived onsite 9:00am left 9;30am

21-08-24 Claimed sick day

22-08-24 Claimed annual leave

26-08-24 Claimed 4hrs delegate duties, 4hrs annual leave

27-08-24 Claimed 3.5hrs onsite. Left for union march.

28-08-24 Claimed 4.5hrs onsite claimed needing to pick up daughter

**Issues whilst onsite**

- Several staff member have claimed on the days where the delegate has attended work he has been sleeping in the first aid room.

[2024] FWCA 3727

# DECISION

*Fair Work Act 2009*
s.185—Enterprise agreement

**Construction, Forestry and Maritime Employees Union**
(AG2024/2893)

## RCNT HOLDINGS PTY LTD T/AS ROSENLUND AND CFMEU UNION COLLECTIVE AGREEMENT 2023–2027

Building, metal and civil construction industries

DEPUTY PRESIDENT MASSON MELBOURNE, 25 OCTOBER 2024

*Application for approval of the RCNT Holdings PTY LTD T/As Rosenlund and CFMEU Union Collective Agreement 2023–2027*

**[1]** An application has been made for approval of an enterprise agreement known as the *RCNT Holdings PTY LTD T/As Rosenlund and CFMEU Union Collective Agreement 2023–2027* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Construction, Forestry and Maritime Employees Union. The Agreement is a single enterprise agreement.

**[2]** The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, that commenced operation on 6 June 2023. The *notification time* for the Agreement under s.173(2) was 28 June 2024 and the Agreement was *made* on 22 July 2024. Accordingly, both the *genuine agreement* and the *better off overall test* requirements are those applying on and from 6 June 2023.

**[3]** I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

**[4]** The Construction, Forestry and Maritime Employees Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

**[5]** The notice of employee representational rights (NERR) provided to employees was based on an old version of the NERR template. I am satisfied that in all of the circumstances and having regard to the Full Bench decision in *Huntsman Chemical Company Australia Pty Limited T/A RMAX Rigid Cellular Plastics & Others*[1], this constitutes a minor procedural or technical error for the purpose of s.188(5) of the Act. Further, I am satisfied that the employees covered by the Agreement were not likely to be disadvantaged by the error.

**[6]** The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 November 2024. The nominal expiry date of the Agreement is 2 July 2027.




DEPUTY PRESIDENT

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[1] [2019] FWCFB 318.

CFMEU

QLD/NT

# RCNT Holdings PTY LTD T/As Rosenlund and CFMEU Union Collective Agreement 2023 – 2027

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# PART 1 ADMINISTRATION

## 1. TITLE

1.1 This agreement is known as the RCNT Holdings PTY LTD T/As Rosenlund and CFMEU Union Collective Agreement 2023–2027 (the Agreement).

## 2. DEFINITIONS

The following definitions shall apply to this Agreement:

**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.

**Award** means the Building and Construction General On-site Award 2020, Mobile Crane Hiring 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.

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

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

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

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

**CIPS** means Construction Income Protection Scheme.

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

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

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

**Employee** means an employee of the Employer.

**Employer** means RCNT Holdings PTY LTD T/As Rosenlund (ABN 85154591509), 45 Wentworth Place, BANYO, QLD, 4014

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

**FWC** means the Fair Work Commission.

**Inclement Weather** means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, fog, extreme heat, lightening, smoke or the like or any combination of these conditions) where it is not reasonable or it is unsafe to continue working in those conditions.

**Injury** shall have the same definition as the Workers' Compensation and Rehabilitation Act 2003 (Qld), the Workers' Compensation Act 2015 (NT), as applicable.

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

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

**QBCC** means the Queensland Building and Construction Commission.

**QIRC** means Queensland Industrial Relations Commission.

**Overtime** means any time worked in excess of or outside of the ordinary working hours unless noted otherwise in this agreement.

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

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

**SGL** means Superannuation Guarantee Levy.

**Sham Contracting** is where an employment relationship is disguised as a contracting relationship and if the work can be performed under this agreement, then it must be performed under this agreement and any other arrangement shall be considered sham contracting for the purposes of this agreement, and subject to the penalties contained in clause 49 of this agreement.

**Shiftwork** shall be defined as per clause 38.12.

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

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

(a) Having had not less than 12 months' on-the-job experience of such skilled work, and

(b) Having, by satisfactory completion of a prescribed post trade course, or other approved course, or the achievement of knowledge and competency by other means including the on-the-job experience, as will enable the tradesperson to perform such work unsupervised where necessary and practical, to the required standard of expertise/skill.

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

**Total Cost of Work** means the total value of the project declared to QLeave or NT Build.

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

**Union or CFMEU** means The Construction, Forestry and Maritime Employees Union (Queensland Northern Territory Construction and General Divisional Branch).

**WHS Act** means the Work Health and Safety Act 2011 (Qld) or the Work Health and Safety (National Uniform Legislation) Act 2012 (NT), where applicable.

**WHS EPH** means Workplace 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 4.

## 3. DATE OF OPERATION

3.1 This Agreement remains in force until 2/7/2027. The agreement will continue to apply beyond its expiration date until it is replaced in accordance with the FW Act.

## 4. APPLICATION OF AGREEMENT

4.1 This Agreement applies to:

(a) RCNT Holdings PTY LTD (the Employer)

(b) the CFMEU (the Union)

(c) all Employees of the Employer engaged in construction work and for whom classifications and rates of pay are provided by this Agreement (the Employee).

Collectively known as Parties

4.2 This Agreement only applies to work done in Queensland or Northern Territory and to work temporarily done outside Queensland or Northern Territory by Employees who are based in Queensland or Northern Territory, except where employees are covered by a subsequent Greenfields agreement made under s.182(3) of the Fair Work Act 2009 (Cth) and approved by the Fair Work Commission.

4.3 Associated Entity

(a) In accordance with Division 2 of Part 2-8 of the Fair Work Act, where an Employee transfers to an Associated Entity of the Employer and performs the same work or substantially the same work for the Associated Entity of the Employer, the Agreement will continue to cover the Employee.

(b) For clarity, this clause does not apply to a circumstance where an Employee commences employment with the associated entity more than 3 months after the Employee ceases working for the Employer.

## 5. PARTIES BOUND AND COVERED

5.1 This Agreement is legally binding upon and covers the Employer, its Employees and The Construction, Forestry and Maritime Employees Union.

## 6. RELATIONSHIP TO AWARDS, AGREEMENTS, AND OTHER DOCUMENTS

6.1 This Agreement is intended to be interpreted in conjunction with the Building and Construction General On-Site Award 2020, Mobile Crane Hiring Award 2020, and the terms of the Workplace Impairment Policy and Procedures in APPENDIX 4.

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

## 7. OBJECTIVES OF THE AGREEMENT

7.1 The parties agree that key objectives of this agreement are;

(a) to provide terms and conditions of employment commensurate with the challenges associated with working in the construction industry

(b) to provide safe working conditions

(c) to provide a functional work/life balance and a comfortable standard of living

(d) providing a framework that seeks to maximise productivity and minimise lost time.

7.2 This shall be achieved through genuine communication, consultation, collaboration and a sensible and practical application of terms contained in this agreement.

## 8. INCLUSION

8.1 The Parties recognise that everyone is entitled to work in an environment that is free of discrimination, harassment and bullying. It is the Employer's responsibility to ensure it complies with relevant legislative requirements including the Anti-Discrimination Act 1991 (Qld).

**First Nations People**

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

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

8.4 First Nations people will be entitled cultural and ceremonial leave as per clause 8.6 below.

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

8.6 The Employer will also implement policies that ensure:

(a) access to personal leave for participation in cultural and ceremonial activities

(b) skill and career development opportunities for First Nations Employees

(c) the development of retention and promotion for First Nations Employees.

8.7 Where the workplace is a construction site, the Employer's obligations in 8.2 and 8.3 will be deemed to have been met, if provided by the principal contractor on the site.

**Women in the Industry**

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

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

8.10 The parties recognise the right of women to feel safe at work. Sexual harassment, intimidation, ostracism, or any other unacceptable behavior will not be tolerated. Any such behavior will be thoroughly investigated. Breaches of this clause will involve disciplinary action up to and including termination of employment.

**Mature Age Workers**

8.11 The parties recognise that a lifetime in the construction industry can take its toll on a person's wellbeing. Wherever possible, the Employer shall implement measures to encourage the retention of older employees. To the extent possible, this includes (but is not limited to) the preservation of jobs such as hoist operators, traffic controllers and peggies for workers over the age of 50.

# PART 2 DISPUTE RESOLUTION AND CONSULTATION

## 9. DISPUTES SETTLEMENT PROCEDURE

9.1 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 (including a dispute about whether a workplace right has been breached) 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 NES, including subsections 65(5) or 76(4) of the Fair Work Act) shall be dealt with according to the following procedure.

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

9.3 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.

9.4 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 another representative 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.

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

9.6 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.

9.7 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.

## 10. CONSULTATION

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

10.2 Consultative Committees may be set up for this purpose.

**Consultation about major workplace change**

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

10.4 As soon as practicable and prior to implementation, the Employer must discuss with the Employees and the Union the introduction of the change; and the effect the change is likely to have on the employees. The Employer must discuss measures to avert or mitigate the adverse effect of the change on the Employees.

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

(a) All relevant information about the change including the nature of the change proposed

(b) Information about the expected effects of the change on the Employees; and

(c) Any other matters likely to affect the Employees.

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

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

10.8 "**Significant Effect**" under clause 10.3 above includes termination of employment (including redundancy), major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; changes to safety and/or management systems, any changes to employment practices that result in privacy concerns for employees such as implementation of electronic inductions and/or access systems; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

**Consultation about changes to rosters or hours of work**

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

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

(a) discuss with the relevant Employees and the Union the introduction of the change; and

(b) provide to the Employees, there Union and/or their representatives details of the following in writing:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and

(iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

(c) Invite the Employee(s) and the Union, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities) and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and their Union.

(d) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

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

# PART 3 SAFETY

## 11. PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS

11.1 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.

11.2 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 in the WHS Act) - Site Manager or any other person nominated by the Principal Contractor

(b) the Employers - the Site Manager or any other person nominated by the Employer(s)

(c) The Employees - the Union or other representatives.

(Collectively referred to as "Nominated Parties")

11.3 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 document that is directly relevant to resolving the issue; and

(e) advise any person whom the representative reasonably believes to be exposed to a serious risk to his or her health and safety, emanating from an immediate and imminent exposure to a hazard of that risk.

11.4 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.

11.5 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.

11.6 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.

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

11.8 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 QBCC, where applicable, to arrange for an inspector to attend the workplace to assist in resolving the issue.

11.9 Direction to cease work

(a) If -

(i) an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of the Employer; and
(ii) the issue concerns work which involves an immediate threat to the health or safety of any person; and
(iii) given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 11.7 above

(b) the Employer and/or the health and safety representative for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease.

(c) During any period for which work has ceased in accordance with such a direction, the Employer may assign any Employees whose work is affected to suitable and safe alternative work.

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

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

## 12. HEALTH AND SAFETY REPRESENTATIVES

12.1 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. To ensure a timely resolution of issues in relation to WHS, all parties may be represented on the health and safety committee.

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

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

12.4 The HSRs shall be allowed to consult with the PCBUs, Unions, 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.

## 13. HEALTH AND SAFETY REPRESENTATIVE MEETINGS

13.1 A health and safety representative will be allowed reasonable paid time during working hours to attend occupational health and safety matters, including meetings affecting employees they represent, providing that the Representative informs their manager.

## 14. HOT WEATHER GUIDELINES

14.1 Under this Agreement when air temperature reaches:

(a) 35°C; or

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

14.2 This definition will be subject to review in other regions. This clause 14 must be incorporated in the Employer's OHS Procedures for all applicable Projects.

14.3 Before finishing work, Employees must be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, Site manager, and HSRs. This will allow preparation for works to be modified to reduce this category of heat exposure in accordance with clause 14.1. For forecasting, planning and guidance the Bureau of Meteorology (BOM) shall be used for weather observations. Monitoring heat on the day will be done with a calibrated wet bulb thermometer.

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

(a) rescheduling work so that certain tasks are performed during the cooler part of the day, or on another day

(b) reducing the time spent doing hot tasks (for example, by job rotation)

(c) arranging for more workers to do the job

(d) providing extra rest breaks in a cool area

(e) providing cool drinking water and ice (machines) near the work site

(f) increasing air movement by fans or coolers

(g) installing shade cloth to reduce radiant heat from the sun

(h) consideration must be given to working an eight-hour day.

14.5 Once the temperature reaches extreme levels, as defined in clause 14.1 the following process will be followed:

(a) Where the temperature reaches 35°C, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the program and workload as described in clause 14.4.

(b) where the temperature is 29°C and 75% humidity or more after three hours from the commencement of a shift, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the program and/or workload as described in clause 14.4.

14.6 If there are areas of the workplace that are below any Extreme Hot Weather, work shall continue as normal in those areas. Employees unable to work elsewhere may be transferred to these areas below the extreme levels if work is available. Employees may walk a reasonable distance through areas effected by extreme hot weather to and from amenities, provided it does not pose an imminent risk to their health or safety. The primary objective is to ensure that

there is no reasonable concern for an Employee undertaking work of an imminent risk to their health or safety.

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

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

## 15. AIR QUALITY PROCEDURE

**Definitions**

**Acceptable Air Quality**

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

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

**Measuring of air quality**

15.3 Measuring of air quality will be done through either of the following, in agreement between the parties:

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

(i) Click on environment.

(ii) Go to Our Environment and click on air.

(iii) Click on live air data.

(iv) Scroll down and view closest Station to the job site.

(v) Refer to Air Quality Procedure (15.9 below).

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

**Bushfire smoke**

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

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

**Air Quality Procedure**

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

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

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

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

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

**Fit testing**

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

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

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

## 16. INCLEMENT WEATHER

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

16.2 Inclement weather means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme heat (as defined in clause 14), poor air quality (as defined in clause 15), or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions.

16.3 The employer or its representative, when requested by the employees or their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the conditions referred to in clause 16.2 apply.

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

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

16.6 Where emergency work or a concrete pour is completed in accordance with clause 16.5, work will be paid at the rate of 200% of the ordinary hourly rate calculated to the next hour, and in the case of wet weather, the employee will be provided with adequate wet weather gear. If an employee's clothes become wet as a result of working in the rain the employee will be allowed to go home for the remainder of the day without loss of pay.

16.7 Where an employee is not able to perform any work at any location because of inclement weather, the employee will receive payment at the ordinary hourly rate for ordinary hours. Payment for time lost due to inclement weather is subject to a maximum of 32 hours pay in any 4-week period for each employee. Payment is subject to adherence to the terms of clause 16.

16.8 An employee working on a Job Share arrangement pursuant to clause 30—Job Share, that is affected by inclement weather, will be entitled to payment from the 32-hour inclement weather bank on a pro rata basis.

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

16.10 Inclement weather occurring during overtime will not be taken into account for the purposes of clause 16 and employees will not be entitled to any payment for stoppages because of inclement weather that occurs outside of ordinary hours.

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

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

(a) from a location on a site where it is unreasonable and/or unsafe to work because of inclement weather, to another area on the same site, where it is reasonable and safe to work; and/or

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

**Inclement weather procedure**

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

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

(b) after the main meal break, for more than half of the ordinary work time; or

(c) during the final 2 hours of the normal workday for more than an accumulated total of one hour;

the employer will not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances. However, where genuine training has been agreed in writing between the parties, then the course maybe completed in extraordinary circumstances.

**Rain at Starting Time**

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

(a) the rain stops; or

(b) a covered walkway has been provided; or

(c) the sheds are under cover and the employees can get to the dry area without going through the rain; or

(d) adequate protection is provided.

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

**Dewatering**

16.16 All sites will develop a Dewatering Plan through consultation with the Union, HSRs, Safety Committee and the site Contractors.

16.17 This plan will:

(a) Outline appropriate dewatering strategies, hydraulic engineering solutions and Dewatering Crew requirements

(b) Require relevant HSR`s to assess the areas in a staged sequence giving priority to accessways

(c) Commence dewatering activities and open areas progressively once dewatering is complete

(d) Including staggered meal breaks of the Dewatering Crew and Safety Committee

(e) Outline minimum requirements of PPE and dewatering tools/equipment

(f) The Dewatering plan will be reviewed and updated on a reasonable basis depending on job type, size, constitution etc.

(g) Plans for work activities (including agreed training) to take place in dry areas during periods of inclement weather

16.18 All Contractors will supply adequate manpower for the site Dewatering Crew as per the Dewatering Plan.

16.19 Mitigation strategies such as, but not limited to, the following should be considered where reasonably practicable;

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

(b) additional drainage outlets to slabs

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

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

## 17. ADDITIONAL OCCUPATIONAL HEALTH AND SAFETY MATTERS

**Personal Protective Equipment**

17.1 The following clothing will be supplied to all Employees after consultation with Delegate. The employer shall provide clothing and Personal Protective Equipment that is suitable, fit for purpose and manages risk relative to the task at hand (no later than 1 month after commencement). 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 $225.00 upon producing of a purchase receipt): and

(b) 5 sets of shirts and shorts/trousers, overalls or bib and brace overalls, or any combination as agreed: and

(c) 1 high visibility winter jacket.

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

17.3 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. The Employer undertakes to source Australian made clothing and equipment, in so far as it is possible.

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

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

**Workplace Impairment Policy**

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

### 18. CRANE CREW

18.1 The crane crew for each crane must consist of at least the following:

(a) A crane driver; and

(b) A Dogman/stand-by driver; and

(c) A Dogman.

18.2 The Dogman/stand-by driver will be paid at the same rate as the driver for all hours worked.

18.3 From 1/7/2025 the entire crew on a tower crane shall be paid at the CW7 rate.

## PART 4 EMPLOYMENT

### 19. SECURITY OF PERSONAL INFORMATION

19.1 For this clause "personal information" has the meaning given to it in the Privacy Act 1988 (Cth).

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

### 20. SITE ACCESS SYSTEMS AND INDUCTIONS

20.1 Site access systems shall be agreed between the Parties.

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

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

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

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

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

## 21. TOOLBOX MEETINGS

21.1 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. There will exist a standing invitation for representatives of the Union to attend such toolbox meetings.

## 22. CONTRACT OF EMPLOYMENT

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

22.2 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 deskilling.

22.3 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 BUSSQ, BERT, BEWT, CIPQ and Qleave or NTBuild or other funds nominated herein. The Employee shall also continue to accrue all appropriate leave entitlements for the first twelve months of the Employee's absence due to the workers compensation claim.

## 23. EFFECTIVE WORK ORGANISATION

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

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

(a) Union Delegates

(b) First aid attendants

(c) Amenities attendants

(d) Hoist drivers (including builders' lift drivers)

(e) Crane crews (except were supplied by a specialist company or subcontractor)

(f) Gate persons

(g) Primary traffic attendant roles (except were supplied by a subcontractor as an ancillary aspect of their scope of works or where there is a legal requirement).

(h) Reasonable numbers of labourer's and tradespeople, relative to the size and nature of the project.

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

## 24. CASUAL EMPLOYMENT

24.1 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 on a casual basis, they will be supplied in writing that the engagement is to be as a casual, the job to be performed, the classification level, the actual or likely length of engagement including number of hours to be worked per week, and the relevant rate of pay.

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

24.3 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 clause 0 below. 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 0 below.

24.4 A casual Employee for working ordinary time shall be paid 125% of the hourly rate prescribed in APPENDIX 1 for the Employee's classification.

24.5 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 1 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 1 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 1 for the Employee's classification.

24.6 For the purposes of clarity, the applicable contributions to BUSSQ, BERT, CIPQ and BEWT or other funds nominated herein, must be made by the Employer in respect of casual Employees. A casual Employee shall also be entitled to receive, in addition to their casual rate, penalty payments for Overtime, work performed on weekends, work performed on public holidays and RDOs, Domestic Violence leave and unpaid cultural leave.

24.7 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.

**Casual Conversion**

24.8 A casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in excess of six-weeks, thereafter, will have their contract of employment converted to permanent employment unless otherwise agreed in writing between the parties. Regular and systematic shall be defined as an average of 4 days or more, per week, over 6 weeks. Eligible current employees will be transitioned to full time no later than 6 weeks from the date of approval of this agreement.

24.9 Any Employee, who is entitled to be converted to permanent employment pursuant to this clause, and is not converted to permanent employment, is entitled to be paid 175% of the hourly

rate prescribed in this Policy for the Employee's classification from the first day of the seventh week of their employment onwards.

## 25. APPRENTICES/TRAINEES

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

25.2 For clarification, in addition to the rates in APPENDIX 1, Trainees are entitled to receive full Daily Travel, BERT, BEWT, CIPQ, Superannuation and any other entitlements in accordance with this document. Such entitlements shall not be paid at rates applicable to Apprentices.

25.3 Training arrangements for Apprentices/Trainees shall be as provided in the Building and Construction General On-site Award 2020.

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

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

25.6 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 months after the expiry of the probationary period or within a period of six months from the date of commencement of the employment, whichever first occurs.

25.7 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.

25.8 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.

(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 25.6 and clause 25.7 above.

**Apprentice Ratio**

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

(a) If the Employer employs five (5) or more tradespeople in any one classification, it undertakes to employ an apprentice(s) or make arrangements to host an apprentice from an agreed scheme.

(b) The Employer is committed to ensuring that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, to this end the Employer will endeavor to maintain at least one apprentice to every five (5) tradespeople.

(c) If the Employer does not currently have an apprentice as provided for in paragraph (a) above, the Employer will engage in consultation with the Union in relation to their obligations under this clause but shall be afforded reasonable time to enable the Employer to comply with this clause. Further, the Parties are committed to a strong ratio of apprentices in the industry.

## 26. ADULT APPRENTICES

26.1 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 Appendix 1 and will be paid a minimum rate equal to the rate of pay for a second-year apprentice, for the first two years of the apprenticeship, then on parity with other apprentices for the third and fourth years.

## 27. TRAINING AND RELATED MATTERS

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

27.2 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.

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

**HSR training**

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

**Asbestos Awareness Training**

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

**Silica Dust Training**

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

**Mental Health Training**

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

**General**

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

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

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

## 28. EMPLOYMENT SECURITY

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

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

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

28.4 The application of this Employment Security clause shall recognise geographical and commercial circumstances. In these circumstances the Employer and the Union may agree to vary the requirements of clause 28 on a project-by-project basis. Negotiations are to be conducted in good faith and agreement will not be unreasonably withheld.

28.5 **Use of Contractors**

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

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

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

28.6 **Labour Hire**

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

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

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

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

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

28.9 **Tower Cranes**

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

## 29. INDIVIDUAL FLEXIBILITY AGREEMENTS

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

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

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

(b) Relates only to:

(i) Salary sacrifice agreements

(ii) Increase in annual leave accrual each year

(iii) Increase in rate of accrual of Rostered days off

(iv) Increase in wages

(v) Increase in training leave (Union or otherwise)

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

(d) result in the Employee being better off overall than the Employee would be if no arrangement (variation agreement) was made.

29.3 The Employer must also ensure that any such variation agreement is:

(a) Agreed to by the Union

(b) in writing (including details of the terms that will be varied, how the variation agreement 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 arrangement, and the day on which the arrangement commences)

(c) includes the name of the Employer and Employee

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

(e) provided to the Employee within 14 days after it is agreed to: and

(f) able to be terminated by either the Employer or Employee giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.

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

### 30. JOB SHARE

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

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

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

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

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

30.6 Superannuation and BERT payments will be calculated on a pro rata basis. As will any allowances that are calculated on a weekly basis.

30.7 Breaches of this clause will require the breaching Employer to back pay both employees as if employed fulltime 50 hours per week for the length of the Job Share agreement.

# PART 5 WAGES AND ALLOWANCES

### 31. WAGES

31.1 Employees must be paid wages in accordance with APPENDIX 1 from the first full pay period after the dates specified. Those rates include the following increases:

| Date | Percent |
|---|---|
| 1 July 2023 | 5% |
| 1 July 2024 | 5% |
| 1 July 2025 | 5% |
| 1 July 2026 | 5% |
| 1 July 2027 | 5% |

31.2 The wage rates detailed in APPENDIX 1 of this agreement are structured as follows:

(a) The wage rates detailed in APPENDIX 1 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 1 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 1.

31.3 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.

**Jump Up**

31.4 Where on a site at which the employee is engaged the wages and conditions for the majority of people employed are higher than those provided in this enterprise agreement, the employee will receive such higher wages and conditions in accordance with their relevant classification.

## 32. CLASSIFICATIONS

32.1 The Classification levels for Employees engaged under this agreement shall be read in accordance with the Award unless specifically amended by the terms of this Agreement. Classification levels, relativities, pay rates and other details are contained in APPENDIX 1.

**Marker/Setter Out**

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

**Higher Duties**

32.3 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.

**Health and Safety Representative**

32.4 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, or the Employee's usual classification. In addition, a HSR is entitled to an all-purpose hourly allowance for the life of this agreement as per the table at Appendix 2 – Health and Safety Representatives Allowance.

(a) For clarity, an Employee is only entitled to one all-purpose hourly allowance pursuant to clauses 32.4 and 32.5.

**Union Delegate**

32.5 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, or the Employees usual classification. In addition, a Union Delegate is entitled to an all-purpose hourly allowance for the life of this agreement as per the table at Appendix 2 – Delegate Allowance.

(a) For clarity, an Employee is only entitled to one all-purpose hourly allowance pursuant to clauses 32.4 and 32.5. Notwithstanding, no Union Delegate will suffer a reduction in pay as a result of the implementation of this clause.

## 33. SUPERANNUATION

33.1 It is agreed that the default fund under this agreement shall be BUSSQ.

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

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

| Date | 1/7/2023 | 1/7/2024 | 1/7/2025 | 1/7/2026 | 1/07/2027 |
|---|---|---|---|---|---|
| Super | $285/week | $297/week | $310/week | $323/week | $345/week |

33.4 On projects where the Total Cost of Work is $50m or greater, every Employee shall co-contribute by way of salary sacrifice the following minimum weekly amount:

| Date | 1/7/2023 | 1/7/2024 | 1/7/2025 | 1/7/2026 | 1/07/2027 |
|---|---|---|---|---|---|
| Co-Cont. | $72/week | $75/week | $78/week | $81/week | $85/week |

33.5 The contributions in clauses 33.3 and 33.4 shall be in addition to all other entitlements prescribed by this Agreement.

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

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

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

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

33.10 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.

33.11 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 or NTBuild), public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.

33.12 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.

## 34. SALARY SACRIFICE ARRANGEMENTS

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

(a) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual Employee.

(b) An Employee wishing to enter into a salary sacrifice arrangement will be required to notify their 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.

## 35. INCOME PROTECTION AND PORTABLE UNUSED SICK LEAVE

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

| Date | 1/3/2023 | 1/3/2024 | 1/3/2025 | 1/3/2026 | 1/3/2027 |
|---|---|---|---|---|---|
| CIPS | $47.00 | $51.00 | $54.00 | * | * |

*To be advised in accordance with 35.2*

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

35.2 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 clause 35.1 from the date determined by CIPQ will satisfy the Employer's obligations under clause 35.1.

35.3 If the Employer does not contribute to CIPQ the amount required under clause 35.1 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.

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

## 36. REDUNDANCY

36.1 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.

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

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

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

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

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

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

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

| 1 July 2023 | 1 January 2024 | 1 January 2025 | 1 January 2026 | 1 January 2027 |
|---|---|---|---|---|
| $82.00 | $87.00 | $91.00 | $96.50 | $100.00 |

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

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

| 1 July 2023 | 1 January 2024 | 1 January 2025 | 1 January 2026 | 1 January 2027 |
|---|---|---|---|---|
| $9.00 | $9.50 | $10.00 | $10.50 | $11.00 |

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

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

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

| Stage | 4 year Apprentice Percentage | 3 year Apprentice Percentage |
|---|---|---|
| 1st | 50% | 50% |
| 2nd | 60% | 70% |
| 3rd | 75% | 90% |
| 4th | 90% | N/A |

36.6 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 or NTBuild), public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.

36.7 Where the Employee's balance in the Employee's Redundancy fund reaches $20,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund or redirected to BUSSQ. 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.

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

## 37. ALLOWANCES

37.1 In addition to the wage rates prescribed in this Agreement, Employees shall be paid additional allowances as provided for by the Award. The rates for the various allowances shall be as provided below and/or in APPENDIX 2 of this Agreement.

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

**Fares and Travel Allowance**

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

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

| Distance | 1/9/2023 | 1/1/2024 | 1/1/2025 | 1/1/2026 | 1/1/2027 |
|---|---|---|---|---|---|
| Zone 1 | $55 per day* | $60 per day | $62 per day | $64 per day | $66 per day |
| Zone 2 | $75 per day | $80 per day | $82 per day | $84 per day | $86 per day |
| Zone 3 | $95 per day | $100 per day | $102 per day | $104 per day | $106 per day |

*This rate applies from 1/7/2023

(b) Employees engaged on projects valued under $50 million.

| Distance | 1/9/2023 | 1/1/2024 | 1/1/2025 | 1/1/2026 | 1/1/2027 |
|---|---|---|---|---|---|
| Zone 1 | $30 per day* | $35 per day | $37 per day | $39 per day | $41 per day |
| Zone 2 | $50 per day | $55 per day | $57 per day | $59 per day | $61 per day |
| Zone 3 | $70 per day | $75 per day | $77 per day | $79 per day | $81 per day |

*This rate applies from 1/7/2023

(c) Zones 2 and 3 only apply to employees who live further than 50Kms from their place of work.

(d) There shall exist zone borders at both 50kms, 100kms and 150kms from the business address where the employee is engaged. The business address where the employee is engaged will be the address listed in definitions under `Employer` or by written agreement with the Union.

(e) At the commencement of the project the radial distance from the business address to the project will be calculated.

(f) Employees will be paid the corresponding travel allowance based on the zone the project is located in relative to the business address where they are engaged. Appendix 2 contains visual representation to enable easier understanding of this clause.

(g) In the event that the Employer supplies a vehicle for travelling to and from work to the employee the amount of travel paid for zone 2 and 3 will be the difference between the relevant zone travelled too and the amount due from zone one. This shall be considered payment for distant travel.

(h) No employee will be worse off, than they were directly prior to certification, due to the implementation of this clause.

(i) For clarity the fares and travel allowance under the applicable awards will not apply. The allowances for being sent to multiple jobs in a day as listed in Appendix 2 will continue to apply.

(j) Apprentices shall receive the following percentage of the amount detailed above:

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

**Leading Hand**

37.4 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**

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

(a) Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.

(b) Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.

(c) If the Employer does not supply meals then an allowance will be paid per meal in accordance with appendix 2 per meal not supplied.

(d) Where Employees are required to work on a project more than 150km from the business address where the Employee is engaged, this shall be referred to as distant work. Distant work shall only be undertaken with agreement from the Union. Such agreement will take into consideration daily travelling time and its effect on fatigue and may include an agreement to enact the distant works provision of this agreement where workers are required to travel less than 150km.

(e) Rosters for distant work shall be agreed in writing between the Employer and the Union before the distant work commences.

(f) Employees rostered for distant work must be notified in writing by the Employer. To ensure fatigue is managed safely, no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work. Notwithstanding any other requirements in this clause, no Employee will be required to be away from home for more than 3 weeks without returning home at the Employer's expense.

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

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

(h) All time spent by Employees travelling to and from distant work will be paid as if worked during the time the travel is taken.

**Power Tools**

37.6 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 2 of this Agreement.

**Site Allowance**

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

| Value of Project | Site Allowance | Value of Project | Site Allowance |
|---|---|---|---|
| $50m-$80m | $1.70 | $500m-$600m | $6.00 |
| $80m-$100m | $2.50 | $600m-$700m | $7.00 |
| $100m-$200m | $3.50 | $700m-$800m | $8.00 |
| $200m-$300m | $4.50 | $800m-$900m | $9.00 |
| $300m-$400m | $5.00 | $900m-$1b | $10.00 |
| $400m-$500m | $5.50 | $1b + | $11.00 |

(a) Site Allowance is not subject to any premium or penalty and shall compensate for

(b) all disabilities other than:

(i) Heavy Blocks

(ii) Explosive

(iii) Powered Tools

(iv) Scaffolder's Licence Allowance

(v) Unbacked Insulation

(vi) Swing Stage

(vii) Height/ Multi Storey.

For these items the applicable rate in APPENDIX 2 will apply.

NB: the Living Away from Home Allowance, travel allowance, transfers during working hours and all allowances referred to in clause 37 of this Agreement are not disability allowances for the purposes of this clause.

**Height Allowance**

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

a) Where the Total Cost of Work is $50m or greater, height allowance shall be paid in accordance with the rates in Appendix 2 of this Agreement.

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

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

a) Up to the Employer's contractual practical completion for the last separable portion of that project, and

b) Also, to any additional work that is continuous and carried out by the Employees of the Employer on that project post practical completion, that falls under the Employer's original contract (for example defects work).

**Engagement of more than one mobile crane**

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

| Number of Cranes | 1/07/2023 | 1/72024 | 1/07/2025 | 1/07/2026 | 1/07/2027 |
|---|---|---|---|---|---|
| 2 | $4.64 | $4.87 | $5.12 | $5.37 | $5.64 |
| 3 | $8.92 | $9.37 | $9.84 | $10.33 | $10.85 |
| 4 | $13.72 | $14.41 | $15.13 | $15.89 | $16.68 |
| 5+ | $18.13 | $19.04 | $19.99 | $20.99 | $22.04 |

# PART 6 HOURS OF WORK

## 38. HOURS OF WORK

38.1 Appendix 2 contains a visual representation to aid in the interpretation of hours of work clauses under this document.

**Ordinary hours**

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

38.3 There must be allowed, without deduction of pay, a minimum rest break of 20 minutes between 9.00am and 11.00am in lieu of an afternoon rest pause.

**Start and Finish Times**

38.4 Typically, work should not commence later than 7.00am on any day unless prior written agreement has been reached with the Union.

38.5 Any hours worked between 4.00am and 6.00am will be paid at double time for the disability of starting early and accrue towards the ordinary hours for the day.

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

(a) provide not less than 48 hours' notice to affected Employees of the change to start and finish times;

(b) have regard to the intention of avoiding excessive overtime.

**Overtime**

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

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

38.8 Reflecting this intention, it is recognised that:

(a) The Employer is not restricted as to the setting of daily hours within the 50-hour general standard;

(b) Subject to written agreement with the Union a majority of Employees may agree to work on a Saturday following a Monday RDO, provided there is strict adherence with the rest of this clause. Agreement will not unreasonably be withheld, and particular consideration shall be given to weeks where both RDOs and public holidays occur.

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

(a) any risk to Employee health and safety including the risk of fatigue i.e., excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees

(b) the Employee's personal circumstances including any family responsibilities

(c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and

(d) any other relevant matter.

**Overtime Penalty Rates**

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

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

**Shiftwork**

38.12 All shifts starting or finishing more than 2 hours outside of the ordinary hours of work will be classified as Shiftwork and be paid at double time for the entire shift. Appendix 2 of this agreement contains a visual representation to clarify hours of work obligations.

38.13 An early start between 4.00am and 6.00am on a regular day shift will be paid at double time for those hours worked up until 6.00am, and will count towards the ordinary hours for the day and not be considered shift work for the purposes of this clause.

38.14 A late finish between 6.00pm and 8.00pm will be paid at double time for those hours worked outside the ordinary span of hours, will count towards the ordinary hours for the day if occurring within 8 hours of the start time and not be considered shift work for the purposes of this clause.

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

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

38.17 An Employee may refuse to work Shiftwork 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 Shiftwork and by the Employee of his or her intention to refuse it; and

(d) any other relevant matter.

38.18 This clause will replace the Shiftwork clause under the Award.

**Easter and Christmas**

38.19 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. Any work undertaken during these periods will be by written agreement with the Union.

## 39. EMPLOYEE ROSTERED DAY OFF

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

39.2 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 contained in APPENDIX 3. The purpose of this calendar is to ensure workers and site management manage their fatigue levels, thereby encouraging safer and more productive Projects. Calendars for years not contained in this agreement will be published by the Union when the Holiday and School Terms are released by the Queensland Government.

39.3 Payment for RDOs will include an entitlement to the daily fares and travel allowance.

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

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

39.6 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.

39.7 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),

(b) The Employer must consult with the affected Employee(s); and

(c) All work on RDO`s will only occur by agreement between the Employer and the Union. Such agreement will be in writing.

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

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

(a) any risk to Employee health and safety including the risk of fatigue i.e., excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees

(b) the Employee's personal circumstances including any family responsibilities

(c) any other relevant matter.

39.10 Where the procedure in clause 39.7 above has been followed and at least seven days' notice has been provided to Employees to work on the RDO, Employee's must be paid for at 200% of the rate applicable for the Employee's classification in the Agreement, with a minimum payment for 8 hours, for that RDO. Where the procedure in clause 39.7 above has not been followed or less than 7 days' notice has been provided to Employees to work on the RDO, Employee's must be paid at 250% of the rate applicable for the Employee's classification in the Agreement, with a minimum payment of 8 hours, for that RDO.

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

39.12 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.

## 40. PRODUCTIVITY SCHEMES

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

# PART 7 LEAVE

## 41. LEAVE

**Annual leave**

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

41.2 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.

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

41.4 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%.

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

**Personal leave**

41.6 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)

(c) for cultural purposes as defined in clause 8.6 of this agreement; or

(d) compassionate leave.

41.7 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.

41.8 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.

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

**Parental leave**

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

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

(a) Where the employee is to be the primary care giver, pay the equivalent of the difference between the Government paid parental leave scheme and the employees normal take home pay for a period of four (4) weeks.

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

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

**Compassionate leave**

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

**Community Service Leave**

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

**Long Service Leave**

41.15 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**

41.16 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**

41.17 Employee entitled to be absent on public holiday.

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

41.19 Reasonable requests to work on public holidays.

(a) The Employer may request an Employee to work on a public holiday if the request is reasonable. Further, written agreement must be reached between the Employer and the Union for any work on public holidays.

(b) If the Employer requests an Employee to work on a public holiday, the Employee may refuse the request if

(i) the request is not reasonable; or

(ii) the refusal is reasonable.

41.20 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.

41.21 All work done by any employee on:

- 1st January
- 26th January
- Good Friday
- Easter Saturday (the day after Good Friday)
- Easter Sunday
- Easter Monday
- 25th April (Anzac Day)
- May Day
- 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.

41.22 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.

## 42. FAMILY VIOLENCE LEAVE

**General Principles**

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

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

against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence.

**Definition of Family and/or Domestic Violence**

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

(a) is physically or sexually abusive; or

(b) is emotionally or psychologically abusive; or

(c) is economically abusive; or

(d) is threatening; or

(e) is coercive; or

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

(g) causes a child to hear or witness, or otherwise be exposed to the effects of, such behavior.

**Family and/or Domestic Violence Leave**

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

(a) attending legal proceedings, counselling, appointments with a medical or legal practitioner

(b) relocation or making other safety arrangements; or

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

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

(a) accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner

(b) assisting with relocation or other safety arrangements; or

(c) other activities associated with the family and/or domestic violence including caring for children.

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

42.7 Upon exhaustion of the leave entitlement in clause 42.4, Employees will be entitled to up to [2] days unpaid family and/or domestic violence leave on each occasion.

**Notice and Evidentiary Requirements**

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

42.9 If required by the Employer, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 42.4. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.

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

**Individual Support**

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

(a) changes to their span of hours or pattern or hours and/or shift patterns

(b) job redesign or changes to duties

(c) relocation to suitable employment within the Employer

(d) a change to their telephone number or email address to avoid harassing contact; or

(e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

# PART 8 TERMINATION

## 43. TERMINATION

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

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

**Performance/General Misconduct**

43.3 In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following 3 step counselling procedure will be applied. This procedure does not apply for Redundancy situations. An Employee may elect at any step to have their Employee Representative or any other person or persons of their 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.

43.4 Step 1- First Written Warning

(a) The Employer will have a discussion with the Employee, and the Employer will advise the Employee of the problems that the Employer believes exist in relation to the Employee's conduct. If appropriate the Employer will then issue a written warning detailing:

(i) The issues of concern; and

(ii) The standards of improvement required.

43.5 Step 2- Final Written Warning

(a) If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Employer will have a further discussion with the Employee in which it will advise the Employee of the problems the Employer believes exists in relation to the Employee's conduct. If appropriate the Employer will then issue a final written warning detailing:

(i) The issues of concern; and

(ii) The standards of improvement required; and

(iii) That it is a final written warning and that failure to meet the standards of improvement stated therein may lead to dismissal.

(b) If an Employee does not repeat the same offence which produced the need for the final warning, within 6 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for dismissal.

43.6 Step 3- Dismissal

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

43.7 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.

43.8 The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two business days of termination, or the Employee shall be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday). This claim shall be regardless of whether or not the Employee remains on the job).

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

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

43.11 The Employer shall notify all funds upon termination of an Employee. This will include informing Qleave of time served.

# PART 9 REPRESENTATION

## 44. UNION DELEGATE

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

(a) the right to be treated fairly and to perform their role without any discrimination in their employment.

(b) for the Union Delegate to represent an Employee were requested in relation to a grievance, dispute or a discussion with a member of the Union.

(c) the right to place information related to permitted matters in prominent locations in the workplace except that the material must not breach freedom of association, privacy and other applicable laws.

(d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace.

(e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace.

(f) the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts.

(g) the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts.

(h) the right for reasonable time off to attend accredited union education.

(i) the right to take reasonable leave to work with the Union.

(j) the right to have reasonable time off to participate in the operation of the Union.

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

## 45. UNION DELEGATE FACILITIES

45.1 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 their functions in a professional and timely manner. The facilities shall include:

(a) a telephone

(b) an iPad equipped with mobile Internet access

(c) a table and chairs

(d) a filing cabinet

(e) air-conditioning/heating

(f) access to stationery and other administrative facilities, including use of facsimile, use of e-mail, (if available on site), following consultation between the Union Delegate and Site Management

(g) a private lockable area.

## 46. UNION TRAINING LEAVE

46.1 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.

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

46.3 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.

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

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

46.6 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.

46.7 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.

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

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

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

## 47. UNION RIGHTS PROMOTING REPRESENTATION OF MEMBERS

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

47.2 Any company representative who discourages an employee from becoming a financial member of the Union breaches the intent of this agreement.

47.3 The company must invite the Union Delegate to attend every company induction for new Employees and to address Employees for at least half an hour per attendance.

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

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

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

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

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

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

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

# PART 10 COMPLIANCE

## 48. TIME AND WAGE RECORDS

48.1 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 RDOs, personal leave, annual leave, etc;

(m) Details of the Employer BUSSQ contribution;

(n) Details of the Employer BERT contribution, including the amount;

(o) Details of the Employer CIPQ payment, including the amount;

(p) Details of the Employees BEWT payment, including and the amount.

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

(a) The Employee's date of birth;

(b) date when the Employee became an Employee of the Employer, if appropriate, the date when the Employee ceased employment with the Employer;

(c) The Employee's tax file number;

(d) The Employee's number;

(e) The Employee's BERT number;

(f) The Employee's QLeave or NTBuild number;

(g) The Employee's CIPQ number;

(h) Daily details of work including:

(i) Daily start time and finish time;

(ii) Time lunch and crib breaks taken;

(iii) Total ordinary hours worked and resulting wage;

(iv) Total time and a half hours worked and resulting wage;

(v) Total double time hours worked and resulting wage;

(i) Details of allowances paid;

(j) Details and payment for RDOs, Personal and annual leave, public holidays;

(k) Details of deductions;

(l) Details of additions;

(m) Total gross allowances paid per week and year to date;

(n) Total gross wages paid per week and year to date;

(o) Tax deducted from wages per week and year to date;

(p) Net wages per week and year to date;

(q) RDOs, sick and annual leave accrued per week and year to date;

(r) Superannuation, BERT, BEWT, and CIPQ paid per week and year to date.

## 49. SHAM CONTRACTING

49.1 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.

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

49.3 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.

49.4 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

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

49.6 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; and

(b) the Site Allowance (if applicable); and

(c) the multi-story allowance (if applicable); and

(d) Superannuation (BUSSQ), BERT, CIPQ and BEWT.

## 50. SECURITY OF PAYMENTS

50.1 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.

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

50.3 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.

50.4 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; and

(c) have a documented dispute settlement process in accordance with all applicable legislative requirements that details how disputes about payments will be resolved, includes a referral process to an independent adjudicator for determination if the dispute cannot be resolved between the parties and must comply with that process; and

(d) as far as practicable, ensure that disputes about payments are resolved in a reasonable, timely and cooperative way.

(e) Principal contractors and contractors will ensure reasonable allowance is included in contracts taking into account historic weather conditions and forecast rainfall.

(f) The Employer will keep records demonstrating its compliance with clause 50.4 above. The Employer will, within 7 days of receiving a written request from the Union who has a reasonable belief of a non-compliance with clause 50.4 above, provide evidence demonstrating its compliance. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

## 51. TEMPORARY FOREIGN LABOUR

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

51.2 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 to ensure the job security of the Employees covered by this Agreement.

51.3 The Employer will not engage temporary foreign labour unless:

(a) the position is first advertised in Australia; and

(b) the advertising was targeted in such a way that a significant proportion of suitably qualified and experienced Australian citizens and Australian permanent residents (within the meaning of the Migration Act 1958 (Cth) would be likely to be informed about the position; and

(c) any skills or experience requirements set out in the advertising were appropriate to the position; and

(d) the employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job; and

(e) temporary foreign labour will be engaged in accordance with this Agreement, and

(f) Written agreement has been reached with the Union.

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

51.5 Where an 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.

## 52. QUALITY BUILDING MATERIALS

52.1 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; or

(b) does not, or will not, comply with relevant regulatory provisions; or

(c) does not perform, or is not capable of performing, for the use to the standard represented.

52.2 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.

52.3 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.

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

52.5 The Employer will, within 7 days of receiving a written request from the Union, provide a copy of the records which it is required to be keep pursuant to the previous clause 52.4 above.

## 53. COMPLIANCE WITH THIS AGREEMENT

53.1 Complaints, queries and concerns regarding entitlements paid in relation to the Award 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. Relevant Union Officials shall be provided access to time and wages records in accordance with the FW Act.

53.2 The Employer will conduct an audit using the Audit Form provided for in APPENDIX 6 to confirm compliance with:

(a) Awards and workplace arrangements which have been certified, registered or otherwise approved under the relevant industrial legislation.

(b) Legislative requirements such as:

(i) the Fair Work Act 2009; or

(ii) QLD/NT Workers Compensation; or

(iii) Superannuation; and

(iv) Long Service Leave.

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

## 54. POSTING OF AGREEMENT AND NOTICES

54.1 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.

## 55. SEVERABILITY

55.1 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 1 – RATES OF PAY

| CONSTRUCTION WORKER CLASSIFICATIONS AND RATES OF PAY | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Level** | **Occupations** | **From** | **1/07/2023** | **1/07/2024** | **1/07/2025** | **1/07/2026** | **1/07/2027** |
| CW8 | Supervisor | p/w | $2,308.07 | $2,423.47 | $2,544.64 | $2,671.88 | $2,805.47 |
| | | p/h | $64.11 | $67.32 | $70.68 | $74.22 | $77.93 |
| CW7 | Tower Crane Operator, Tower Crane Rigger, Hoist Rigger, Supervisor (Sub-Foreperson) | p/w | $2,215.08 | $2,325.83 | $2,442.13 | $2,564.23 | $2,692.44 |
| | | p/h | $61.53 | $64.61 | $67.84 | $71.23 | $74.79 |
| CW6 | Trainer | p/w | $2,122.85 | $2,228.99 | $2,340.44 | $2,457.46 | $2,580.34 |
| | | p/h | $58.97 | $61.92 | $65.01 | $68.26 | $71.68 |
| CW5 | Special Class Trades, Special Class Dogman (as defined), Refractory Bricklayer, Carver | p/w | $2,030.62 | $2,132.15 | $2,238.75 | $2,350.69 | $2,468.23 |
| | | p/h | $56.41 | $59.23 | $62.19 | $65.30 | $68.56 |
| CW4 | Signwriter | p/w | $1,972.03 | $2,070.63 | $2,174.16 | $2,282.87 | $2,397.01 |
| | | p/h | $54.78 | $57.52 | $60.39 | $63.41 | $66.58 |
| CW4 | Marker Setter Out, Letter Cutter, WHSO, Union delegate | p/w | $2,040.44 | $2,142.47 | $2,249.59 | $2,362.07 | $2,480.17 |
| | | p/h | $56.68 | $59.51 | $62.49 | $65.61 | $68.89 |
| CW4 | Mobile Concrete Boom Pump Operator | p/w | $1,941.03 | $2,038.08 | $2,139.99 | $2,246.98 | $2,359.33 |
| | | p/h | $53.92 | $56.61 | $59.44 | $62.42 | $65.54 |
| CW3 | Carpenters/Joiners, Stonemason, Window Fixer, Other Qualified Tradesperson* | p/w | $1,948.21 | $2,045.62 | $2,147.90 | $2,255.30 | $2,368.06 |
| | | p/h | $54.12 | $56.82 | $59.66 | $62.65 | $65.78 |
| CW3 | Floor layers, Plasterers, Tilers, Tuck-pointers | p/w | $1,933.85 | $2,030.54 | $2,132.07 | $2,238.67 | $2,350.60 |
| | | p/h | $53.72 | $56.40 | $59.22 | $62.19 | $65.29 |
| CW3 | Bricklayers, Water-proofers | p/w | $1,922.13 | $2,018.24 | $2,119.15 | $2,225.11 | $2,336.36 |
| | | p/h | $53.39 | $56.06 | $58.87 | $61.81 | $64.90 |
| CW3 | Slater, Ridge or Roof Fixer, Roof Tiler | p/w | $1,904.36 | $1,999.58 | $2,099.56 | $2,204.54 | $2,314.77 |
| | | p/h | $52.90 | $55.54 | $58.32 | $61.24 | $64.30 |
| CW3 | Painters, Glaziers, Installers | p/w | $1,879.79 | $1,973.78 | $2,072.47 | $2,176.10 | $2,284.90 |
| | | p/h | $52.22 | $54.83 | $57.57 | $60.45 | $63.47 |
| CW3 | Rigger, Dogman, Employees with AQF 3 certificates (even if Employee job mentioned in lower classification), Mobile Concrete Line Pump Operators, Concrete Cutter (+ 6 months experience) | p/w | $1,848.80 | $1,941.24 | $2,038.30 | $2,140.21 | $2,247.23 |
| | | p/h | $51.36 | $53.92 | $56.62 | $59.45 | $62.42 |
| CW2 | Scaffolder, Powder Monkey, Hoist & Winch Driver, Foundation Shaftsman, Steelfixer (including Tack Welder), Concrete Finisher, Traffic Controller, Gatemen / Security Guard, Pump Line Hand, Post Tensioning, Caulkers/Joint Sealers | p/w | $1,774.71 | $1,863.45 | $1,956.62 | $2,054.45 | $2,157.17 |
| | | p/h | $49.30 | $51.76 | $54.35 | $57.07 | $59.92 |
| CW1 | Skilled Labourer, Formwork Labourer, Truck Delivery Driver and Others | p/w | $1,708.18 | $1,793.59 | $1,883.27 | $1,977.43 | $2,076.31 |
| | | p/h | $47.45 | $49.82 | $52.31 | $54.93 | $57.68 |

| APPRENTICE RATES OF PAY (4 Year) | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Stage** | **Occupations** | **From** | **1/07/2023** | **1/07/2024** | **1/07/2025** | **1/07/2026** | **1/07/2027** |
| 4 | Apprenticeship (90% of CW3) | p/w | $1,663.96 | $1,747.15 | $1,834.51 | $1,926.24 | $2,022.55 |
| | | p/h | $46.22 | $48.53 | $50.96 | $53.51 | $56.18 |
| 3 | Apprenticeship (75% of CW3) | p/w | $1,386.72 | $1,456.20 | $1,528.92 | $1,605.60 | $1,685.88 |
| | | p/h | $38.52 | $40.45 | $42.47 | $44.60 | $46.83 |
| 2 | Apprenticeship (60% of CW3) | p/w | $1,109.16 | $1,164.60 | $1,222.56 | $1,283.76 | $1,348.20 |
| | | p/h | $30.81 | $32.35 | $33.96 | $35.66 | $37.45 |
| 1 | Apprenticeship (50% of CW3) | p/w | $924.21 | $970.42 | $1,018.94 | $1,069.89 | $1,123.38 |
| | | p/h | $25.67 | $26.96 | $28.30 | $29.72 | $31.21 |

| APPRENTICE RATES OF PAY (3 year) | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Stage** | **Occupations** | **From** | **1/07/2023** | **1/07/2024** | **1/07/2025** | **1/07/2026** | **1/07/2027** |
| 3 | Apprenticeship (90% of CW3) | p/w | $1,663.96 | $1,747.15 | $1,834.51 | $1,926.24 | $2,022.55 |
| | | p/h | $46.22 | $48.53 | $50.96 | $53.51 | $56.18 |
| 2 | Apprenticeship (70% of CW3) | p/w | $1,293.89 | $1,358.59 | $1,426.52 | $1,497.84 | $1,572.74 |
| | | p/h | $35.94 | $37.74 | $39.63 | $41.61 | $43.69 |
| 1 | Apprenticeship (50% of CW3) | p/w | $924.21 | $970.42 | $1,018.94 | $1,069.89 | $1,123.38 |
| | | p/h | $25.67 | $26.96 | $28.30 | $29.72 | $31.21 |

**TRAINEE WAGES**

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

| **Stage** | **Occupations** | **From** | **1/07/2023** | **1/07/2024** | **1/07/2025** | **1/07/2026** | **1/07/2027** |
|---|---|---|---|---|---|---|---|
| 5 | Traineeship (100% of CW3) | p/w | $1,848.80 | $1,941.24 | $2,038.30 | $2,140.21 | $2,247.23 |
| | | p/h | $51.36 | $53.92 | $56.62 | $59.45 | $62.42 |
| 4 | Traineeship (CW2 - 96% of CW3) | p/w | $1,774.71 | $1,863.45 | $1,956.62 | $2,054.45 | $2,157.17 |
| | | p/h | $49.30 | $51.76 | $54.35 | $57.07 | $59.92 |
| 3 | Traineeship (CW1 - 92.4% of CW3) | p/w | $1,708.18 | $1,793.59 | $1,883.27 | $1,977.43 | $2,076.31 |
| | | p/h | $47.45 | $49.82 | $52.31 | $54.93 | $57.68 |
| 2 | Traineeship (CW1(b) - 88% of CW3) | p/w | $1,626.91 | $1,708.26 | $1,793.67 | $1,883.35 | $1,977.52 |
| | | p/h | $45.19 | $47.45 | $49.82 | $52.32 | $54.93 |
| 1 | Traineeship (New Entrant - 82% of CW3) | p/w | $1,515.78 | $1,591.57 | $1,671.15 | $1,754.70 | $1,842.44 |
| | | p/h | $42.11 | $44.21 | $46.42 | $48.74 | $51.18 |

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

| EARTHMOVERS CLASSIFICATIONS – RATES OF PAY | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Level** | **Occupations** | **From** | **1/07/2023** | **1/07/2024** | **1/07/2025** | **1/07/2026** | **1/07/2027** |
| CW3 | Bobcat, Pile Driver | p/w | $1,814.59 | $1,905.32 | $2,000.58 | $2,100.61 | $2,205.64 |
| | | p/h | $50.40 | $52.92 | $55.57 | $58.34 | $61.26 |
| CW4 | Backhoe, Drott, Vibrating Roller, Front Mini Excavator | p/w | $1,873.35 | $1,967.01 | $2,065.37 | $2,168.63 | $2,277.06 |
| | | p/h | $52.03 | $54.63 | $57.36 | $60.23 | $63.24 |
| CW5 | Bulldozer, Scraper Excavator, Grader, Front end loader over 2.25mtrs | p/w | $1,952.96 | $2,050.61 | $2,153.14 | $2,260.79 | $2,373.83 |
| | | p/h | $54.23 | $56.94 | $59.79 | $62.78 | $65.92 |
| CW6 | Final Trim Grader | p/w | $2,026.26 | $2,127.57 | $2,233.95 | $2,345.65 | $2,462.93 |
| | | p/h | $56.27 | $59.08 | $62.04 | $65.14 | $68.40 |

| MOBILE HYDRAULIC PLATFORMS CLASSIFICATIONS - RATES OF PAY | | | | | | |
|---|---|---|---|---|---|---|
| MOBILE HYDRAULIC PLATFORMS | | | | | | |
| **Occupations** | **From** | **1/07/2023** | **1/07/2024** | **1/07/2025** | **1/07/2026** | **1/07/2027** |
| Trainee (as defined) | p/w | $1,795.02 | $1,884.77 | $1,979.01 | $2,077.96 | $2,181.85 |
| | p/h | $49.86 | $52.36 | $54.98 | $57.72 | $60.61 |
| Boom length up to and including 11 metres (including trainees) | p/w | $1,803.85 | $1,894.04 | $1,988.74 | $2,088.18 | $2,192.59 |
| | p/h | $50.11 | $52.61 | $55.24 | $58.00 | $60.90 |
| Boom length over 11 metres and up to 17 metres | p/w | $1,885.99 | $1,980.29 | $2,079.30 | $2,183.27 | $2,292.43 |
| | p/h | $52.40 | $55.01 | $57.77 | $60.65 | $63.69 |
| Boom length over 17 metres and up to 23 metres | p/w | $1,939.70 | $2,036.68 | $2,138.52 | $2,245.44 | $2,357.71 |
| | p/h | $53.89 | $56.58 | $59.41 | $62.38 | $65.50 |
| Boom length over 23 metres and up to 28 metres | p/w | $2,002.88 | $2,103.02 | $2,208.17 | $2,318.58 | $2,434.51 |
| | p/h | $55.63 | $58.41 | $61.33 | $64.40 | $67.62 |
| Unit equipped with underbridge unit | p/w | $2,002.88 | $2,103.02 | $2,208.17 | $2,318.58 | $2,434.51 |
| | p/h | $55.63 | $58.41 | $61.33 | $64.40 | $67.62 |

## MOBILE CRANE CLASSIFICATIONS - RATES OF PAY

### MOBILE CRANES

| Level | Occupations | | 1/07/2023 | 1/07/2024 | 1/07/2025 | 1/07/2026 | 1/07/2027 |
|---|---|---|---|---|---|---|---|
| MC1 | Rigger, Dogman, Truck Driver | p/w | $1,945.57 | $2,042.84 | $2,144.99 | $2,252.24 | $2,364.85 |
| | | p/h | $54.04 | $56.75 | $59.58 | $62.56 | $65.69 |
| MC2 | Up to 20 tonnes | p/w | $1,985.63 | $2,084.92 | $2,189.16 | $2,298.62 | $2,413.55 |
| | | p/h | $55.16 | $57.91 | $60.81 | $63.85 | $67.04 |
| MC3 | Over 20 tonnes and up to 60 tonne | p/w | $2,040.07 | $2,142.07 | $2,249.17 | $2,361.63 | $2,479.71 |
| | | p/h | $56.67 | $59.50 | $62.48 | $65.60 | $68.88 |
| MC4 | Over 60 tonnes and up to 100 tonnes, Dogman/Rigger with class HC Licence | p/w | $2,094.12 | $2,198.83 | $2,308.77 | $2,424.21 | $2,545.42 |
| | | p/h | $58.17 | $61.08 | $64.13 | $67.34 | $70.71 |
| MC5 | Over 100 tonnes and up to 200 tonnes, Intermediate Rigger, Trades Person | p/w | $2,143.64 | $2,250.82 | $2,363.36 | $2,481.53 | $2,605.61 |
| | | p/h | $59.55 | $62.52 | $65.65 | $68.93 | $72.38 |
| MC6 | Over 200 tonnes and up to 300 tonnes | p/w | $2,239.27 | $2,351.24 | $2,468.80 | $2,592.24 | $2,721.85 |
| | | p/h | $62.20 | $65.31 | $68.58 | $72.01 | $75.61 |
| MC7 | Over 300 tonnes and up to 400 tonnes | p/w | $2,280.10 | $2,394.10 | $2,513.81 | $2,639.50 | $2,771.47 |
| | | p/h | $63.34 | $66.50 | $69.83 | $73.32 | $76.99 |
| MC8 | Over 400 tonnes and up to 500 tonnes | p/w | $2,333.77 | $2,450.46 | $2,572.98 | $2,701.63 | $2,836.71 |
| | | p/h | $64.83 | $68.07 | $71.47 | $75.05 | $78.80 |
| MC9 | Over 500 tonnes and up to 600 tonnes | p/w | $2,397.65 | $2,517.54 | $2,643.41 | $2,775.58 | $2,914.36 |
| | | p/h | $66.60 | $69.93 | $73.43 | $77.10 | $80.95 |
| MC10 | Over 600 tonnes and up to 700 tonnes | p/w | $2,453.98 | $2,576.67 | $2,705.51 | $2,840.78 | $2,982.82 |
| | | p/h | $68.17 | $71.57 | $75.15 | $78.91 | $82.86 |
| MC11 | 700 tonnes (+$1.59 for every 100 tonnes above 700 tonnes) | p/w | $2,514.46 | $2,640.18 | $2,772.19 | $2,910.80 | $3,056.34 |
| | | p/h | $69.85 | $73.34 | $77.01 | $80.86 | $84.90 |

a) Where a Rigger/Dogman is assigned to a crane with a Crane Drive being paid at MC6 or MC7 the Rigger/Dogman will be paid at the hourly rate of classifications MC5.

b) Where a Rigger/Dogman is assigned to a crane with a Crane Driver being paid at classification MC8 or above, the Rigger/Dogman will be paid at the hourly rate of the classification two levels below the Crane Driver to a maximum of MC7.

| PILING CLASSIFICATIONS - RATES OF PAY | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Level** | **Occupations** | **From** | **1/07/2023** | **1/07/2024** | **1/07/2025** | **1/07/2026** | **1/07/2027** |
| CW7 | Senior Supervisor | p/w | $2,162.38 | $2,270.50 | $2,384.02 | $2,503.23 | $2,628.39 |
| | | p/h | $60.06 | $63.06 | $66.22 | $69.53 | $73.00 |
| CW6 | Working Supervisor | p/w | $2,072.37 | $2,175.99 | $2,284.79 | $2,399.03 | $2,518.98 |
| | | p/h | $57.56 | $60.44 | $63.46 | $66.63 | $69.97 |
| CW5 | Junior Supervisor | p/w | $1,982.22 | $2,081.33 | $2,185.40 | $2,294.67 | $2,409.40 |
| | | p/h | $55.06 | $57.82 | $60.71 | $63.74 | $66.93 |
| CW4 | Senior Foundation Operator (SFO) | p/w | $1,904.25 | $1,999.46 | $2,099.43 | $2,204.41 | $2,314.63 |
| | | p/h | $52.89 | $55.53 | $58.31 | $61.23 | $64.29 |
| CW3 | Foundation Operator (FO) | p/w | $1,848.97 | $1,941.41 | $2,038.49 | $2,140.41 | $2,247.43 |
| | | p/h | $51.37 | $53.93 | $56.63 | $59.46 | $62.44 |
| CW3 | Foundation Labourer - Skilled (FSL) | p/w | $1,848.97 | $1,941.41 | $2,038.49 | $2,140.41 | $2,247.43 |
| | | p/h | $51.37 | $53.93 | $56.63 | $59.46 | $62.44 |
| CW2 | Foundation Labourer 2 (FL2) | p/w | $1,774.93 | $1,863.68 | $1,956.86 | $2,054.70 | $2,157.44 |
| | | p/h | $49.31 | $51.77 | $54.36 | $57.08 | $59.93 |
| CW1 | Foundation Labourer 1 (FL1) | p/w | $1,708.50 | $1,793.92 | $1,883.62 | $1,977.80 | $2,076.69 |
| | | p/h | $47.45 | $49.82 | $52.31 | $54.93 | $57.68 |

## APPENDIX 2 -ALLOWANCES

| ALLOWANCE TITLE | From Commencement | From 1/07/2023 | From 1/07/2024 | From 1/07/2025 | From 1/07/2026 | From 1/07/2027 |
|---|---|---|---|---|---|---|
| Acid work | $2.59 | $2.72 | $2.86 | $3.00 | $3.15 | $3.31 |
| Asbestos | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Asbestos eradication | $3.18 | $3.34 | $3.51 | $3.68 | $3.87 | $4.06 |
| Bagging | $0.90 | $0.95 | $0.99 | $1.04 | $1.09 | $1.15 |
| Bitumen | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| laying or lifting other than standard bricks Over 5kg but under 9kg | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Over 9kg but under 18kg | $1.77 | $1.86 | $1.95 | $2.05 | $2.15 | $2.26 |
| 18kg and over | $2.47 | $2.59 | $2.72 | $2.86 | $3.00 | $3.15 |
| Certificate allowance | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Cleaning down brickwork | $0.91 | $0.96 | $1.00 | $1.05 | $1.11 | $1.16 |
| Cold work | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Computing quantities | $7.08 | $7.43 | $7.81 | $8.20 | $8.61 | $9.04 |
| Confined spaces | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Cutting tiles | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Delegate Allowance | $2.39 | $2.51 | $2.63 | $2.77 | $2.91 | $3.06 |
| Dirty work | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Dry polishing of tiles | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Explosive power tools | $2.32 | $2.44 | $2.56 | $2.69 | $2.82 | $2.96 |
| First-aid attendant (minimum qualification) per day | $4.15 | $4.36 | $4.58 | $4.80 | $5.04 | $5.30 |
| Higher first aid cert. (per day) | $6.55 | $6.88 | $7.22 | $7.58 | $7.96 | $8.36 |
| Furnace work | $2.57 | $2.70 | $2.83 | $2.98 | $3.12 | $3.28 |
| Higher work- Painting trades | $0.91 | $0.96 | $1.00 | $1.05 | $1.11 | $1.16 |
| Hot work between 46-54 Degrees Celsius | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Health and Safety Representative Allowance | $2.39 | $2.51 | $2.63 | $2.77 | $2.91 | $3.06 |
| Exceeding 54 degrees | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Insulation | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Laser user and allowance (per day) | $4.06 | $4.26 | $4.48 | $4.70 | $4.93 | $5.18 |
| Living away from home allowance (per day) | $83.03 | $87.18 | $91.54 | $96.12 | $100.92 | $105.97 |
| Return trip transport Employee/tools (per return trip) | $33.06 | $34.71 | $36.45 | $38.27 | $40.18 | $42.19 |
| Leading hand not more than 1 | $0.76 | $0.80 | $0.84 | $0.88 | $0.92 | $0.97 |
| Leading hand 2 and not more than 5 | $1.65 | $1.73 | $1.82 | $1.91 | $2.01 | $2.11 |
| Leading hand 6 and not more than 10 | $2.10 | $2.21 | $2.32 | $2.43 | $2.55 | $2.68 |
| Leading hand more than 10 | $2.79 | $2.93 | $3.08 | $3.23 | $3.39 | $3.56 |
| Meal allowance (per instance) | $20.34 | $21.36 | $22.42 | $23.55 | $24.72 | $25.96 |
| Multi-storey (Height): commencement to 15th floor | $1.38 | $1.45 | $1.52 | $1.60 | $1.68 | $1.76 |

| ALLOWANCE TITLE | From Commencement | From 1/07/2023 | From 1/07/2024 | From 1/07/2025 | From 1/07/2026 | From 1/07/2027 |
|---|---|---|---|---|---|---|
| Multi-storey (Height): 16th to 30th | $1.64 | $1.72 | $1.81 | $1.90 | $1.99 | $2.09 |
| Multi-storey (Height): 31st to 45th | $2.55 | $2.68 | $2.81 | $2.95 | $3.10 | $3.25 |
| Multi-storey (Height): 46th to 60th | $3.30 | $3.47 | $3.64 | $3.82 | $4.01 | $4.21 |
| Multi-storey (Height): 61st and onwards | $4.03 | $4.23 | $4.44 | $4.67 | $4.90 | $5.14 |
| Plaster or composition spray | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Power Tools | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Roof repairs | $0.90 | $0.95 | $0.99 | $1.04 | $1.09 | $1.15 |
| Roof repairs over 15 metres eaves pitch over 35 degrees | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Roof repairs over 15 metres eaves pitch over 40 degrees | $1.76 | $1.85 | $1.94 | $2.04 | $2.14 | $2.25 |
| Second hand timber (per day) | $3.84 | $4.03 | $4.23 | $4.45 | $4.67 | $4.90 |
| Slushing | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Spray application- Painters | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Swing scaffold (including Bosuns Chair) first 4 hours 0-15 storeys | $7.08 | $7.43 | $7.81 | $8.20 | $8.61 | $9.04 |
| Swing scaffold (including Bosuns Chair) after 4 hours 0-15 storeys | $1.48 | $1.55 | $1.63 | $1.71 | $1.80 | $1.89 |
| Swing scaffold (including Bosuns Chair) first 4 hours 16-30 storeys | $9.11 | $9.57 | $10.04 | $10.55 | $11.07 | $11.63 |
| Swing scaffold (including Bosuns Chair) after 4 hours 16-30 storeys | $1.92 | $2.02 | $2.12 | $2.22 | $2.33 | $2.45 |
| Swing scaffold (including Bosuns Chair) first 4 hours 31-45 storeys | $10.78 | $11.32 | $11.88 | $12.48 | $13.10 | $13.76 |
| Swing scaffold (including Bosuns Chair) after 4 hours 31-45 storeys | $2.27 | $2.38 | $2.50 | $2.63 | $2.76 | $2.90 |
| Swing scaffold (including Bosuns Chair) first 4 hours 46-60 storeys | $17.66 | $18.54 | $19.47 | $20.44 | $21.47 | $22.54 |
| Swing scaffold (including Bosuns Chair) after 4 hours 46-60 storeys | $3.71 | $3.90 | $4.09 | $4.29 | $4.51 | $4.74 |
| Swing scaffold (including Bosuns Chair) first 4 hours greater than 60 storeys | $22.52 | $23.65 | $24.83 | $26.07 | $27.37 | $28.74 |
| Swing scaffold (including Bosuns Chair) after 4 hours greater than 60 storeys | $4.73 | $4.97 | $5.21 | $5.48 | $5.75 | $6.04 |
| Tool Allowance: Artificial stoneworker, Stonemason, Carpenter and/or Joiner, Carver, Letter cutter, Marble and Slate Employee, Marker and Setter Out, Plumber, Special Class Tradesperson | $2.45 | $2.57 | $2.70 | $2.84 | $2.98 | $3.13 |
| Tool Allowance: Caster, Fixer, Floor layer specialist, Plasterer, Tiler | $2.10 | $2.21 | $2.32 | $2.43 | $2.55 | $2.68 |
| Tool Allowance: Bricklayer, Waterproofer | $1.83 | $1.92 | $2.02 | $2.12 | $2.22 | $2.34 |
| Tool Allowance: Roof Tilers, Slate Ridge, or Roof Fixer | $1.40 | $1.47 | $1.54 | $1.62 | $1.70 | $1.79 |
| Tool Allowance: Scaffolder, Rigger, Steelfixer, Concreter | $0.90 | $0.95 | $0.99 | $1.04 | $1.09 | $1.15 |

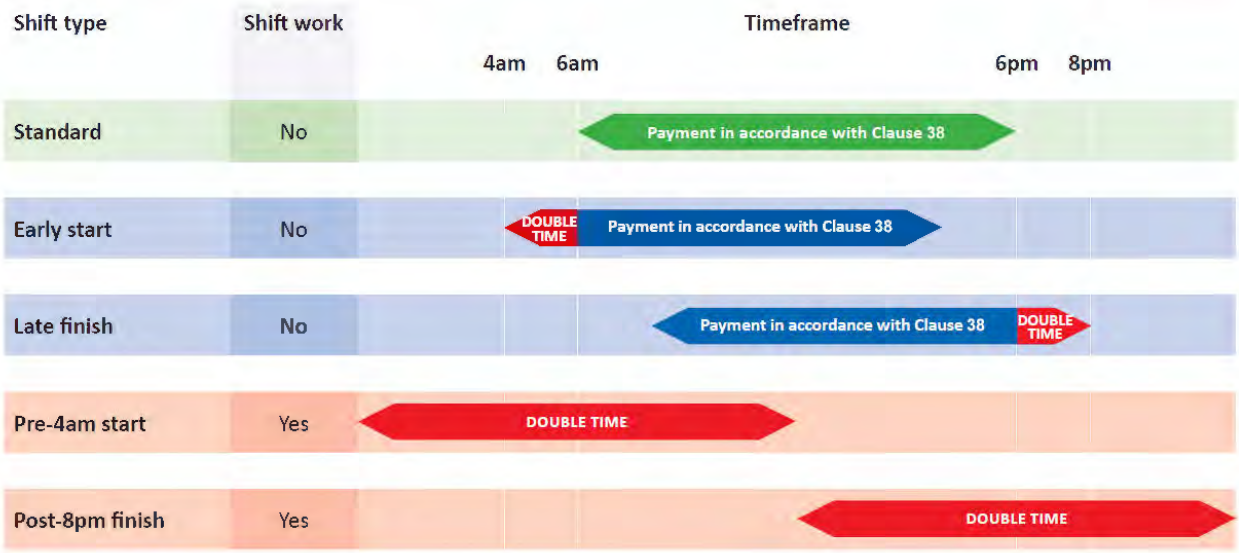
| ALLOWANCE TITLE | From Commencement | From 1/07/2023 | From 1/07/2024 | From 1/07/2025 | From 1/07/2026 | From 1/07/2027 |
|---|---|---|---|---|---|---|
| Tool Allowance: Painter, Glazier, Licensed Drainer, Signwriter | $0.80 | $0.84 | $0.88 | $0.93 | $0.97 | $1.02 |
| Towers allowance | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Toxic substances working in close proximity | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Toxic substances (working with) | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Underground allowance (per week) | $21.02 | $22.07 | $23.17 | $24.33 | $25.55 | $26.83 |
| Underground allowance (per day or shift or part thereof) | $4.23 | $4.44 | $4.66 | $4.90 | $5.14 | $5.40 |
| Wet concrete or campo | $0.90 | $0.95 | $0.99 | $1.04 | $1.09 | $1.15 |
| Wet work | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Transfers during working hours (per Km) | $1.44 | $1.51 | $1.59 | $1.67 | $1.75 | $1.84 |

*Please note all allowances are listed by hourly rate unless noted otherwise.

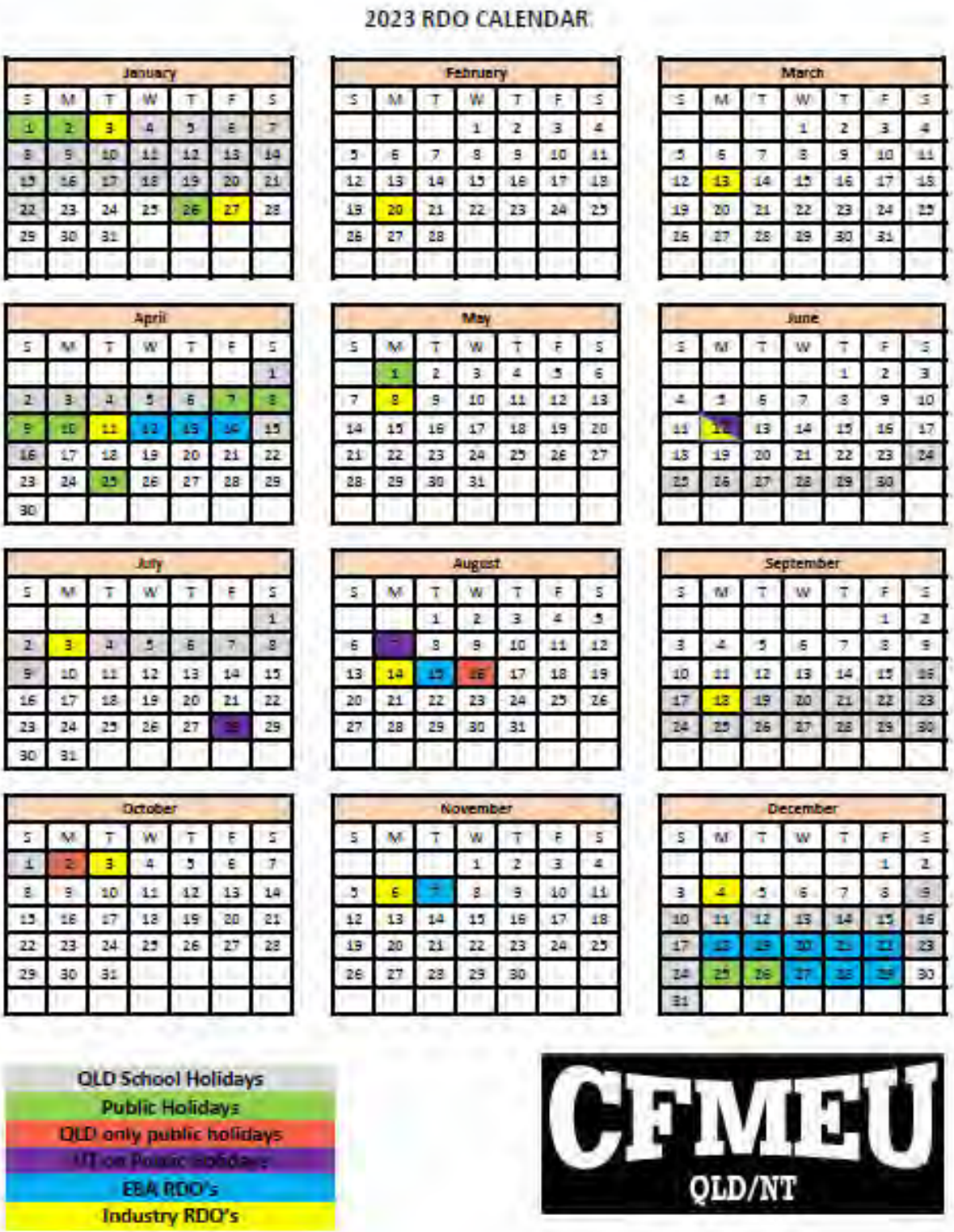
## TRAVEL ALLOWANCE EXPLANATORY DIAGRAM



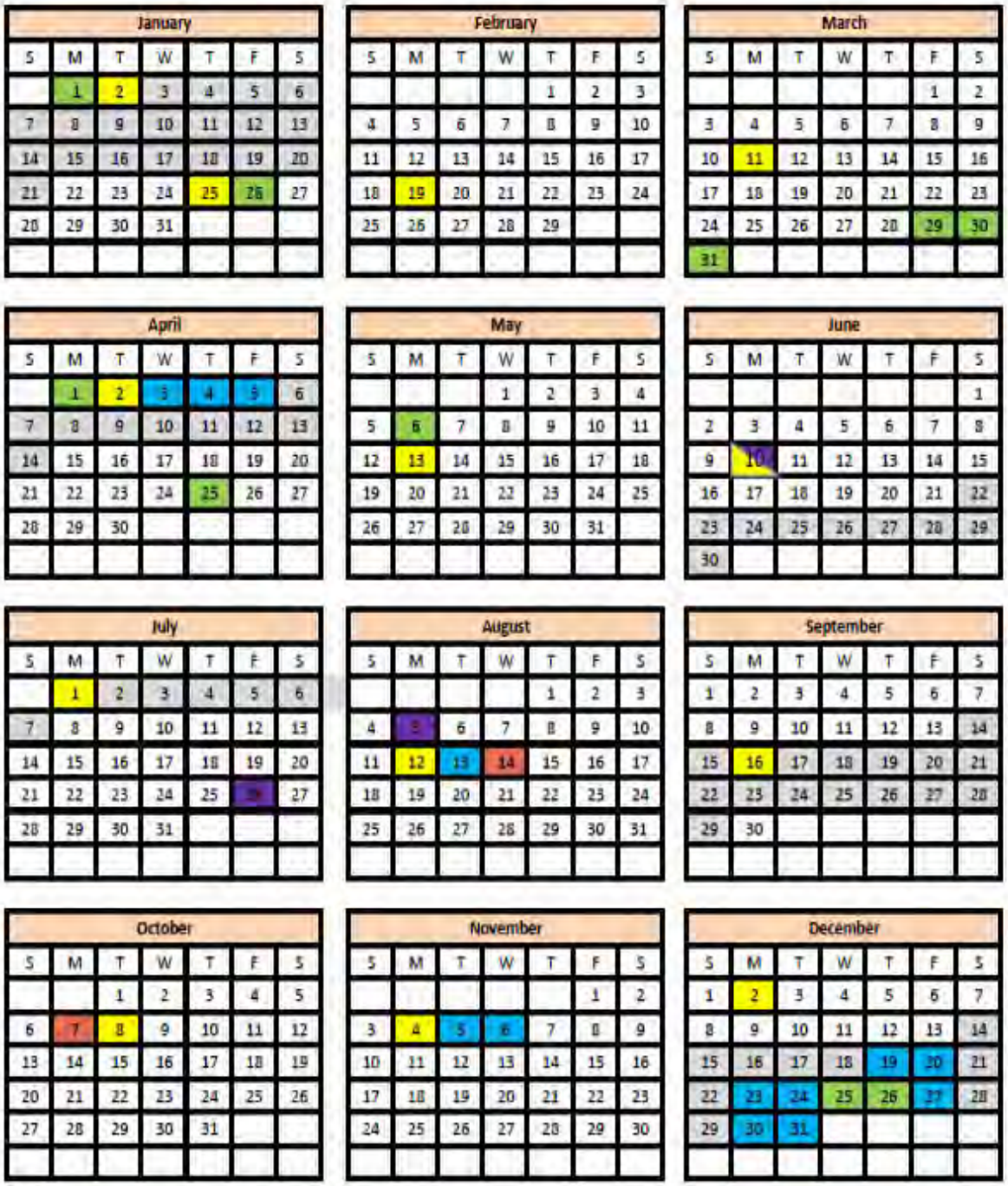
# HOURS OF WORK EXPLANATORY DIAGRAM



## APPENDIX 3 – RDO CALENDARS



# 2024 RDO CALENDAR



# 2025 RDO CALENDAR

**January**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

**February**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | |

**March**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

**April**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

**May**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

**June**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

**July**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

**August**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

**September**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

**October**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

**November**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

**December**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

QLD School Holidays
Public Holidays
QLD only public holidays
NT on Public Holidays
EBA RDO's
Industry RDO's

CFMEU
QLD/NT

# APPENDIX 4 – IMPAIRMENT POLICY

## 1. PRINCIPLES

1.1. 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.

1.2. 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.

1.3. 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.

1.4. 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.

1.5. The policy and procedures adopt a peer based intervention approach based on fairness and equity for all employees.

## 2. SCOPE

2.1. This policy will apply to all employees (including managers and supervisors), contractors and labour hire staff. The policy applies to these groups at all times when they are engaged in company business, whether on or off site and when driving company vehicles.

## 3. STRUCTURE

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

3.1. Training & Awareness

(a) Extensive research has shown training and awareness of impairment related issues provides the most effective means of behavioral change and encourages better decision making. The two types of training in accordance with this policy to do this are:

(i) Workplace Impairment Training (WIT) - all workers onsite will do this training;

(ii) Preliminary Impairment Assessment (PIA) - HSRs, delegates and the PC's safety staff will undertake this training.

3.2. Testing

Testing for drugs and alcohol is used to support and measure the results of the education and awareness program.

3.3. Support Services

Rehabilitation, counselling and EAP's. Support is strictly non- punitive, and can be accessed at anytime (self-identification of the need for help is strongly encouraged).

## 4. OBJECTIVES

4.1. The objectives of this policy are as follows:

(a) To provide a safe and healthy working environment for all workers;

(b) To work collaboratively in the implementation and co-ordination of this policy with employees, employers and their elected representatives to achieve the objectives of this policy;

(c) To eliminate and control risks which may lead to impairment affecting health and safety in the workplace;

(d) To ensure that there is a mechanism for managing impairment at work that is transparent, objective and in accordance with the purpose of this policy;

(e) To ensure that all persons are provided with adequate information and education on the health and safety issues surrounding impairment, and on the operation of this policy;

(f) To ensure that employees have access to rehabilitation, support and counselling of their choice on a voluntary basis that is independent, professional and confidential, without jeopardising their employment;

(g) To ensure confidentiality of information concerning the application of this policy to a worker is maintained.

## 5. RESPONSIBILITIES

5.1. 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.

5.2. Employees shall:

(a) Co-operate reasonably with the employer in the implementation of this policy;

(b) If any employee reasonably believes that any person on the site may be a health and safety risk to themselves or others they should inform their employer and their relevant Preliminary Impairment Assessor (PIA) of this belief;

(c) Not possess, consume, or be under the influence of, alcohol or other drugs while working;

(d) Ensure that they do not work, if they believe that they may be impaired;

(e) Consult their doctor or pharmacist about possible side effects of using prescribed or over-the-counter medication;

(f) Inform their employer and their Preliminary Impairment Assessor (PIA) if they have been made aware by their treating doctor or pharmacist of possible impairment as a side effect of medication, or if they feel impaired by medication.

## 6. POLICY IMPLEMENTATION WILL INVOLVE THE FOLLOWING STEPS.

6.1. PC/Employer and Union shall agree on a policy start date.

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

6.3. Provision of on-going Workplace Impairment Training (WIT) and Preliminary Impairment Assessors training (PIA).

6.4. Ongoing promotion of this policy

6.5. 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.

6.6. 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.

6.7. Any employee who is assessed as being impaired shall be advised to contact the rehabilitation/treatment provider.

6.8. 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.

6.9. With the endorsement/acceptance of the Impairment Policy the Principle Contractor (PC) will undertake to not pass the implementation and cost of drug and alcohol testing to its subcontractors.

6.10. It will also ensure compliance with this policy as follows:

(a) Subcontractors will be contractually required to comply with this procedure as a condition of contract/EBA;

(b) All direct employees of the PC as a condition of their employment must agree to adhere to the terms and conditions of the impairment policy.

6.11. Notwithstanding anything else contained in the policy, the costs of all testing contained within this policy shall be borne by the PC unless otherwise specified in this document.

## 7. DEFINITION OF A WORKER

7.1. Anyone who carries out work for a Person Conducting a Business or Undertaking, such as:

(a) an employee (either salaried or wages);

(b) a contractor or subcontractor;

(c) an employee of a contractor or subcontractor;

(d) an employee of a labour hire company;

(e) an apprentice or trainee;

(f) a student gaining work experience;

(g) an outworker;

(h) a volunteer;

(i) a visitor to a workplace.

## 8. TRAINING

8.1. The training provider shall be the Workplace Impairment Officer or other agreed provider between the Union and the PC/employer. Impairment awareness training sessions will be delivered to all workers (including principle contractor workers), sub-contractors and labour hire workers at least once every two years.

8.2. 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.

8.3. 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.

8.4. 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;

8.5. All training must be delivered Face to Face (F2F).

8.6. Workplace Impairment Training (WIT)

(a) WIT course must be a minimum of (2) hours in length and must cover the following topics:

(i) Australian Workplace Health and Safety construction statistics;

(ii) Overview of the Workplace Health and Safety Act, state specific;

(iii) Mental Health - discussing at length stress, anxiety and depression;

(iv) Fatigue - overview of causes and coping mechanisms;

(v) Illness and Injury - management of illness and injury, legal requirements and rehabilitation process;

(vi) Chemicals, Heat, Cold, and Noise and their abilities to cause impairment at work;

(vii) Legal/Illegal Drugs and Alcohol - statistics on current usage, potential negative consequences to the workplace, workplace deaths and accidents associated with drug and alcohol use;

(viii) Harm related to drug and alcohol use;

(ix) Understanding what is a standard drink and how long this will stay in your system;

(x) Detection rates for illegal drugs;

(xi) Administering self-alcohol and drug tests;

(xii) Information about EAP and the services they offer.

8.7. Preliminary Impairment Assessor (PIA)

(a) PIA training must be a minimum of (4) hours in length and must cover the following topics:

(i) Understanding the signs of impairment;

(ii) Conflict resolution;

(iii) Skills to conduct an impairment Assessment;

(iv) Overview of what a PIA is;

(v) What are possible impairment factors;

(vi) Causes and symptoms of impairment;

(vii) Investigative skills.

(a) Training is not to be conducted in a lunchroom, unless there are multiple lunchrooms on site and:

(i) the training session will not interfere with workers wanting to use the room for smoko or lunch; or

(ii) the training session will not be interfered with by workers wanting to use the room in general.

8.8. No worker can be tested for drugs and/or alcohol unless they have been trained in this policy.

## 9. TESTING METHODS

9.1. 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.

9.2. Drug Testing Method

Drug testing may only be performed by oral fluid testing;

9.3. The equipment used to perform the test shall be used, tested and calibrated to the manufacturer's instructions and certified to AS 4760 (Process for specimen collection and the detection and quantitation of drug in oral fluid);

(a) The drug testing shall be conducted by an accredited person, following all of the chain of custody provisions;

(b) The test must be performed in accordance with AS 4760 (Procedures for specimen collection and the detection and quantitation of drugs in oral fluid).

9.4. As part of this policy with regards to Drug and Alcohol testing the following substances must be tested for:

(a) Alcohol;

(b) Opiates;

(c) THC;

(d) Cocaine;

(e) Benzodiazepines;

(f) Amphetamine; and

(g) Methamphetamine

## 10. TESTING PROVIDER

10.1. Must be NATA Accredited.

10.2. Must have accreditation AS4760:2006 Procedures for specimen collection and the detection and quantitation of drug abuse in oral fluid.

10.3. Must be agreed upon by the PC/Employer and the Union.

10.4. 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.

10.5. Before the Authorised Testing Agent is engaged to be the sample collector for the principle contractor all relevant stakeholders must be engaged to make sure there is no conflict of interest and that they are totally independent. If a conflict of interest exists, or should arise, the Authorised Testing Agent must report it immediately.

## 11. ROOM REQUIREMENTS

11.1. 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.

11.2. The room selected for use must so far as reasonably practicable:

(a) Provide privacy for the Worker being tested including but not limited to:

(i) Have a closing door;

(ii) Not allow for casual visual observation of the testing process by other Workers external to the room e.g. through glass windows;

(iii) Not allow conversations to be casually overheard by other workers;

(b) Be clean and hygienic;

(c) Be free from interruption whilst testing is being undertaken;

(d) Include discrete entry and exit.

## 12. TESTING REQUIREMENTS -

12.1. Workplaces -

12.2. 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.

12.3. Alcohol - on the day of testing all workers onsite shall be required to submit a breath sample i.e. blanket testing.

12.4. Drugs -As a minimum, frequent periodic testing (at least once per month where required by law, at intervals required by the client or by mutual agreement by the PC/employer and the Union) of the workforce (both construction Workers and site office Workers) will be as follows:

(a) where there are less than 30 Workers at a workplace – at least 10% of the workforce;

(b) where there are 30 to 100 Workers at a workplace – a minimum of 5 Workers; and

(c) where there are greater than 100 Workers at a workplace – a minimum of 10 Workers;

(d) The frequency of testing and the number of workers selected shall be increased in line with the escalation below where test results meet the criteria indicated:

| Number of Workers | Criteria | Action |
|---|---|---|
| Less than 30 workers at a workplace | Confirmed positive results in 2 consecutive tests at the same workplace | Testing of 20% of workforce |
| 30-100 workers at a workplace | Confirmed positive results for 3 or more workers in 2 consecutive testing rounds at the same workplace | Testing of 10 workers |
| Greater than 100 workers | Confirmed positive results for 6 or more workers in 2 consecutive testing rounds at the same workplace | Testing of 20 workers |

12.5. The increased testing requirements shall continue until no Confirmed Positive test results are recorded for 2 consecutive testing periods.

12.6. Other jobs

On jobsites/workplaces where there is no Commonwealth contribution testing frequency will be agreed upon by mutual consent by the PC/Employer and the Union. Testing requirements will remain the same for all jobsites.

## 13. PRESCRIBED MEDICATIONS

13.1. 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

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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

13.6. Where a Worker is excluded from the workplace as a result of a Non Negative Result Initial Test for Drugs and the confirmatory test is positive for a Pharmacy Only or Prescription Drug, the following factors would normally be considered in deciding when it is appropriate to allow a worker to return to the workplace and/or return to normal duties:

(a) Whether the worker declared the medication during the pre-test interview with the Designated Collector or Authorised Testing Agent;

(b) The level of the medication detected is consistent with therapeutic use;

(c) Written advice from the worker's doctor advising that the medication is required to treat a medical condition; and

(d) The medication will not affect the worker's ability to perform the inherent requirements of their job - i.e. they are fit for work.

## 14. SPECIAL CIRCUMSTANCES FOR PRESCRIPTION MEDICATION

14.1. 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.

14.2. If in the above circumstance a Non Negative Result Initial Test occurs, and provided that the Worker has:

(a) Declared their use of the Prescribed Drug/Pharmacy Only Drug in a letter less than 12 months old from a registered medical practitioner before the commencement of testing; and

(b) Declared their use of the Prescribed Drug/Pharmacy Only Drug to the Authorised Testing Agent or Designated Collector before the commencement of testing;

(c) Then the Non Negative Result Initial Test result shall be recorded at the workplace and a second sample of oral fluid shall be taken and sent for confirmatory testing. The worker shall be allowed to remain at work but must be precluded from high risk construction work activity until the result of the confirmatory test is known.

14.3. 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.

14.4. 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.

14.5. Where the Worker has not provided both declarations contained within this part then the Worker shall be excluded from the workplace until the results of the confirmatory test are known.

## 15. **TESTING RESULTS**

15.1. Alcohol

(a) A worker who returns a negative alcohol test will be allowed to return to work with no record of the test kept. A worker who returns a positive result for alcohol (above 0.00mg/ml) will be deemed not fit work and will not be permitted to return to work;

(b) When a worker tests positive to alcohol in their system the workers blood alcohol concentration (BAC) may be decreasing or it may be increasing. In the interests of safety the Workers will be directed to remain within the testing vicinity and they will be re-tested no sooner than 60 minutes after the original test;

(c) If the second test result is 0.000% the test will be regarded as negative and the Worker may return to normal duties. A Positive Result Confirmatory Test will not be recorded in these circumstances;

(d) If the later confirmatory test indicates a BAC of greater than 0.000% a Positive Result Confirmatory Test will be recorded;

(e) Alcohol testing shall be carried out by an Authorised Testing Agent agreed upon by the PC/Employer and the Union. The following steps shall be undertaken:

(i) Details of the identity of the Worker to be tested shall be recorded including the workplace name, work area and their employer will be listed on a drug and alcohol testing record form by the independent Authorised Testing Agent:

(ii) Workers with a BAC of greater than zero (greater than 0.000%) shall discontinue any work activities and shall be directed to undertake a second test sixty (60) minutes after the first test and the results recorded on a Drug and Alcohol Testing record Form by the independent Authorised Testing Agent:

(iii) Where the second test indicates a level greater than 0.00% BAC the Worker will be further excluded from work duties for the remainder of the shift;

(iv) Where a Worker is to be sent home using their own transport this shall only be permitted if the blood alcohol concentration test result is below that prescribed

by applicable road transport legislation and has been determined as not rising for that Worker.

(v) Note: If the Worker's blood alcohol concentration result is greater than or equal to 0.05% BAC, all reasonable assistance is to be afforded to ensure an affected Worker can make their way from the Workplace to a safe location without harm (e.g. taxi, lift from a friend or Supervisor).

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

(vii) Any Worker that is excluded from work duties for the remainder of a shift or sent home, must, before commencing work for their next shift undertake an alcohol breath test prior to commencing that shift. If the results are negative (0.00mg/ml) the Worker shall be allowed to commence work. If the Worker returns a positive test they will not be allowed to commence work, hence page 12 of this document, 15.1 Alcohol- d) will apply.

15.2. Drugs

(a) A worker who returns a negative test will be allowed to return to work. A worker who returns a non-negative test result from their initial test (equal to or above the relevant cut-off levels of the substances referred to in AS 4760) will be deemed not fit for work and will not be allowed to return to work. (Benzodiazepine level to be provided by the prescribed testing laboratory);

(b) Drug testing will be administered by the collection and analysis of an oral fluids specimen (saliva). Before conducting a drug test, the process used by the independent Authorised Testing Agent must be explained to the Worker providing the saliva sample;

(c) Collecting and testing of saliva specimens shall be carried out by an Authorised Testing Agent, agreed upon by the PC/Employer and the Union, and confirmatory testing is to be carried out by a NATA accredited laboratory;

(d) A Confirmatory Test will be required where a Non Negative Result Initial Test is recorded at the initial test. The handling of specimens taken for confirmatory testing is detailed in the process used by the Authorised Testing Agent and must be completed to Australian Standards;

(e) Any worker attending the workplace under the influence of drugs or alcohol will be prohibited from entry. A worker returning to the workplace following their exclusion for a Positive Result Confirmatory test will be required to submit to a drug and alcohol test prior to commencing work and receive a Negative Result Initial Test for Drugs or Alcohol prior to commencing work.

## 16. **FORMS OF TESTING**

16.1. Self-Testing

(a) The PC/Employer shall be required to provide sufficient self-testing facilities for alcohol and/or drugs for up to 10% of the workforce;

(b) Where self-test facilities are made available voluntary or self-testing for alcohol will be available for Workers prior to presenting for work. A wall mounted breathalyser (optional) will be located in an area that provides for discrete privacy for the worker, whilst completing the test so the test results cannot be inadvertently observed and disclosed to other parties;

(c) A Worker undertakes self-testing at his/her own accord; therefore, no test details are recorded. However, all Workers have obligations under the Work Health and Safety Act or equivalent occupational health and safety or occupational safety and health legislation in other States or Territories and must not wilfully place at risk their health and safety or the health and safety of other Workers or people at the workplace by commencing work if they believe they're impaired.

16.2. Random Shift Testing

(a) In terms of Random Shift Testing it is in 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.

16.3. For Cause Testing

(a) An employer/supervisor may only request an employee to undertake for cause testing if:

(i) The employee has been involved in an accident or incident, or had the potential to, cause:

(ii) serious and major damage to mobile plant or property; or

(iii) an injury to themselves or other individual(s);or

(iv) Participation in a relevant and specific industry focus area when the worker is undertaking High Risk Work as identified by the employer and consistent with OHS legislation. Workers will be selected for testing using a random selection process nominated by the employer following a consultation process in line with OHS legislation.

16.4. Post Incident Testing

(a) After the occurrence of a significant incident/event at a workplace, all Workers involved in the incident may be required to undergo an initial Drug and Alcohol test.

(b) Where a Worker(s) is to be tested following a significant incident/event they shall be supervised by an Employer Representative and Employee Representative continually from the time of the incident until they have completed all testing required.

(c) Post Incident Testing will be conducted as soon as practical after the incident/event and when it is safe to do so.

(d) An injured Worker who requires immediate medical attention may only be tested when it is appropriate and safe to do so. This will be determined by the Construction Manager, the HSR, Delegate and the relevant PIA in consultation with the attending medical practitioner. In such cases, where testing can be conducted while under medical care, a saliva testing process will be used.

16.5. Reasonable Concern Testing

(a) An employer may only request an employee to undertake reasonable concern testing if the following criteria are met:

(i) An observable phenomena occurs, which is:

a. the direct observation of the employee of use of, and/or the physical behavioural symptoms of being impaired by, alcohol; and/or

b. Unusual and/or inexplicable actions by the employee; or

(ii) There is evidence that the employee is involved in the use or possession of alcohol and/or other drugs while working; or

(iii) The employee has breached safety precautions or procedures.

16.6. Testing of Minors

(a) A letter of consent contained within the work experience and student placement procedure shall be signed by the parent or guardian of any worker who is a minor seeking to access a workplace where the Impairment Policy is in place, as a condition of entry to that workplace. Alternatively, an equivalent letter signed by the parent or guardian can be provided through the minor's employer/host employer.

(b) Where a minor is selected for testing and:

(i) A letter of consent is held, then the provisions of this procedure shall apply; or

(ii) Where a letter of consent is not held, every effort will be made to contact the minor's parents/guardians to get verbal consent to participate in the testing procedure. If consent is given then the normal testing procedures will apply, if contact cannot be made and/or consent is not given then the minor will be excluded from any high risk activities or potentially excluded from site until consent is given.

## 17. **REFUSAL TO TEST**

17.1. If a Worker refuses to participate in workplace Drug and Alcohol testing the following will apply:

(a) The Employer, will inform the Worker and the workers chosen representative, that the refusal will have the same consequences as a non-negative result, i.e. that the employee will be deemed to be unfit for work due to the presence of alcohol or drugs;

(b) If the worker still refuses, the Employer and the PIA, shall consult with the worker and the workers chosen representative, regarding the requirements, process and

consequences of refusing to test and encourage them to partake in the test. This would be the second request to be tested;

(c) If the worker still refuses, the refusal will be treated as a confirmed positive result, and will be subjected to the relevant consequences of such. All reasonable assistance is to be offered to ensure the employee can make their way from the workplace to a safe location without harm (i.e. taxi, lift from a friend or fellow worker). An agreed leave of absence arrangement is to apply for the duration of their absence.

## 18. DISCIPLINARY ACTION

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

18.2. 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.

18.3. 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.

18.4. 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.

18.5. A worker who fails to attend EAP sessions may be disciplined under this policy in accordance with principles of natural justice.

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

## 19. SUPPORT

19.1. The Principle Contractor (PC)/Employer will make available support to workers in respect of drug and alcohol issues. This will include:

(a) allowing access to any Union support programs; and

(b) provide an employer funded Employee Assistance Provider (EAP) to be available to workers.

19.2. The worker will be allowed to access a Union support program and/or EAP counselling during normal working hours and without loss of pay, or any form of employer retribution.

## 20. SELF- DECLARATION

20.1. 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.

20.2. The worker may be suspended from any work, with pay, with immediate effect in order for an assessment to be made of the duties they are able to perform safely and a drug and alcohol test is to be taken as soon as reasonably practicable.

## 21. PRIVACY

21.1. 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;

21.2. 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.

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

21.4. Protections from Worker Deoxyribonucleic Acid (DNA) misuse

21.5. Workers selected for testing shall have their personal DNA protected by:

(a) In the case of unintended collection of a Worker's DNA during the collection of an oral saliva sample for an initial test, by the worker being offered the used collection cartridge upon completion of the initial test.

(b) In the case of unintended collection of a Workers DNA during the collection of an oral saliva sample for testing at a NATA approved laboratory for an initial Non Negative Result Initial Test, by ensuring that the documentation that accompanies the collection cartridge to the NATA approved laboratory does not include the workers name or address but contains only that information sufficient to comply with AS4760 e.g. test report number and date of birth.

21.6. These protections will be notified to Workers during training.

## 22. CONSULTATION

22.1. 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.

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

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

22.4. Employment Assistance Program (EAP)

22.5. 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.

22.6. 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.

22.7. The below requirements will be audited on an annual basis of the employer:

(a) Must be able to provide EAP support in all States, Territories and regional areas of Australia;

(b) Must outline in their Impairment Policy how workers who attend for work affected by drugs or alcohol will be counselled and assisted, apart from any disciplinary process that might apply;

(c) Must have a memorandum of understanding (MOU) with relevant stakeholders within treatment support areas;

(d) Provide support for their workers and their immediate families;

(e) Must be able to provide treatment services which must include the following:

(i) General counselling;

(ii) Drug and Alcohol counselling;

(iii) Drug and Alcohol detoxification services;

(iv) Drug and Alcohol rehabilitation services;

(v) Case Management services;

(vi) Psychology services;

(f) Must have a history of delivering support services to the Building and Construction Industry

(g) Must be able to develop and implement a plan to promote the impairment policy within the workplace

## APPENDIX 5 – AUDIT FORM

| | | |
|---|---|---|
| EMPLOYER NAME: | _____ | |
| ABN NUMBER: | _____ | |
| ADDRESS: | _____ | |
| PRINCIPAL NAME: | _____ | |
| PRINCIPAL TITLE: | _____ | |
| WORKCOVER POLICY NUMBER: | _____ | |
| Number of personnel: | _____ | |
| Overtime 1½x | _____ | |
| Overtime 2x | _____ | |
| Base Hourly Rate | _____ | |
| Fares & Travel | _____ | |
| BUSSQ (Superannuation): | □ Yes | □ No |
| BERT: | □ Yes | □ No |
| BEWT: | □ Yes | □ No |
| CIPQ: | □ Yes | □ No |
| 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 6 - CALCULATION OF SUPERANNUATION

The rates as calculated under Superannuation in this Agreement have been calculated using the agreed industry formula as follows:

**Employer Contribution**

12% of the sum of:

CW3 – Carpenters rate (36 hours);

Site allowance p/h ($50m project);

leading hand rate (2-5) p/h; and

fares and travel 5-day week.

**Co-contribution**

CW3 – Carpenters rate (36 hours);

Site allowance p/h ($50m project);

leading hand rate (2-5) p/h; and

fares and travel 5-day week.

## ENDORSEMENT OF THE AGREEMENT

Signed for and on behalf of **RCNT Holdings PTY LTD T/As Rosenlund** (ABN 85154591509)

I, Ryan Rosenlund, Representative of RCNT Holdings PTY LTD T/As Rosenlund am authorised to sign the Agreement on behalf of **RCNT Holdings PTY LTD T/As Rosenlund:**

**SIGN NAME**

45 Wentworth Place, BANYO, QLD, 4014

**ADDRESS**

25.07.2024

**DATE**

**IN THE PRESENCE OF**

**WITNESS SIGNATURE**

Emma Eaves.

**WITNESS NAME**

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

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

**SIGN NAME**

29.7.24

**DATE**

16 Campbell Street, Bowen Hills, Qld, 4006

**ADDRESS**

**IN THE PRESENCE OF**

**WITNESS SIGNATURE**

Emma Eaves

**PRINT NAME**

[2024] FWCA 4196

# DECISION

*Fair Work Act 2009*
s.185—Enterprise agreement

## Construction, Forestry and Maritime Employees Union
(AG2024/2894)

## ROSENLUND CONTRACTORS PTY LTD AND CFMEU UNION COLLECTIVE AGREEMENT 2023–2027

Building, metal and civil construction industries

COMMISSIONER MATHESON SYDNEY, 28 NOVEMBER 2024

*Application for approval of the Rosenlund Contractors Pty Ltd and CFMEU Union Collective Agreement 2023–2027*

**[1]** An application has been made for approval of an enterprise agreement known as the *Rosenlund Contractors Pty Ltd and CFMEU Union Collective Agreement 2023–2027* (**Agreement**). The application was made by the Construction, Forestry and Maritime Employees Union (**Applicant**) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single enterprise agreement.

**[2]** On the basis of the materials before the Commission, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to the application for approval of the Agreement have been met.

**[3]** The Construction, Forestry and Maritime Employees Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisation.

**[4]** The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 December 2024. The nominal expiry date of the Agreement is 2 July 2027.

COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE526961 PR781803>

CFMEU

QLD/NT

# Rosenlund Contractors Pty Ltd

# and CFMEU Union Collective Agreement

# 2023 – 2027

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# PART 1 ADMINISTRATION

## 1. TITLE

1.1 This agreement is known as the Rosenlund Contractors Pty Ltd and CFMEU Union Collective Agreement 2023–2027 (the Agreement).

## 2. DEFINITIONS

The following definitions shall apply to this Agreement:

**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.

**Award** means the Building and Construction General On-site Award 2020, Mobile Crane Hiring 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.

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

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

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

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

**CIPS** means Construction Income Protection Scheme.

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

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

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

**Employee** means an employee of the Employer.

**Employer** means Rosenlund Contractors Pty Ltd (ABN 65067972034), 45 Wentworth Place , BANYO, QLD, 4014

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

**FWC** means the Fair Work Commission.

**Inclement Weather** means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, fog, extreme heat, lightening, smoke or the like or any combination of these conditions) where it is not reasonable or it is unsafe to continue working in those conditions.

**Injury** shall have the same definition as the Workers' Compensation and Rehabilitation Act 2003 (Qld), the Workers' Compensation Act 2015 (NT), as applicable.

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

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

**QBCC** means the Queensland Building and Construction Commission.

**QIRC** means Queensland Industrial Relations Commission.

**Overtime** means any time worked in excess of or outside of the ordinary working hours unless noted otherwise in this agreement.

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

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

**SGL** means Superannuation Guarantee Levy.

**Sham Contracting** is where an employment relationship is disguised as a contracting relationship and if the work can be performed under this agreement, then it must be performed under this agreement and any other arrangement shall be considered sham contracting for the purposes of this agreement, and subject to the penalties contained in clause 49 of this agreement.

**Shiftwork** shall be defined as per clause 38.12.

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

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

(a) Having had not less than 12 months' on-the-job experience of such skilled work, and

(b) Having, by satisfactory completion of a prescribed post trade course, or other approved course, or the achievement of knowledge and competency by other means including the on-the-job experience, as will enable the tradesperson to perform such work unsupervised where necessary and practical, to the required standard of expertise/skill.

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

**Total Cost of Work** means the total value of the project declared to QLeave or NT Build.

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

**Union or CFMEU** means The Construction, Forestry and Maritime Employees Union (Queensland Northern Territory Construction and General Divisional Branch).

**WHS Act** means the Work Health and Safety Act 2011 (Qld) or the Work Health and Safety (National Uniform Legislation) Act 2012 (NT), where applicable.

**WHS EPH** means Workplace 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 4.

## 3. DATE OF OPERATION

3.1 This Agreement remains in force until 2/7/2027. The agreement will continue to apply beyond its expiration date until it is replaced in accordance with the FW Act.

## 4. APPLICATION OF AGREEMENT

4.1 This Agreement applies to:

(a) Rosenlund Contractors Pty Ltd (the Employer)

(b) the CFMEU (the Union)

(c) all Employees of the Employer engaged in construction work and for whom classifications and rates of pay are provided by this Agreement (the Employee).

Collectively known as Parties

4.2 This Agreement only applies to work done in Queensland or Northern Territory and to work temporarily done outside Queensland or Northern Territory by Employees who are based in Queensland or Northern Territory, except where employees are covered by a subsequent Greenfields agreement made under s.182(3) of the Fair Work Act 2009 (Cth) and approved by the Fair Work Commission.

4.3 Associated Entity

(a) In accordance with Division 2 of Part 2-8 of the Fair Work Act, where an Employee transfers to an Associated Entity of the Employer and performs the same work or substantially the same work for the Associated Entity of the Employer, the Agreement will continue to cover the Employee.

(b) For clarity, this clause does not apply to a circumstance where an Employee commences employment with the associated entity more than 3 months after the Employee ceases working for the Employer.

## 5. PARTIES BOUND AND COVERED

5.1 This Agreement is legally binding upon and covers the Employer, its Employees and The Construction, Forestry and Maritime Employees Union.

## 6. RELATIONSHIP TO AWARDS, AGREEMENTS, AND OTHER DOCUMENTS

6.1 This Agreement is intended to be interpreted in conjunction with the Building and Construction General On-Site Award 2020, Mobile Crane Hiring Award 2020, and the terms of the Workplace Impairment Policy and Procedures in APPENDIX 4.

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

## 7. OBJECTIVES OF THE AGREEMENT

7.1 The parties agree that key objectives of this agreement are;

(a) to provide terms and conditions of employment commensurate with the challenges associated with working in the construction industry

(b) to provide safe working conditions

(c) to provide a functional work/life balance and a comfortable standard of living

(d) providing a framework that seeks to maximise productivity and minimise lost time.

7.2 This shall be achieved through genuine communication, consultation, collaboration and a sensible and practical application of terms contained in this agreement.

## 8. INCLUSION

8.1 The Parties recognise that everyone is entitled to work in an environment that is free of discrimination, harassment and bullying. It is the Employer's responsibility to ensure it complies with relevant legislative requirements including the Anti-Discrimination Act 1991 (Qld).

**First Nations People**

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

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

8.4 First Nations people will be entitled cultural and ceremonial leave as per clause 8.6 below.

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

8.6 The Employer will also implement policies that ensure:

(a) access to personal leave for participation in cultural and ceremonial activities

(b) skill and career development opportunities for First Nations Employees

(c) the development of retention and promotion for First Nations Employees.

8.7 Where the workplace is a construction site, the Employer's obligations in 8.2 and 8.3 will be deemed to have been met, if provided by the principal contractor on the site.

**Women in the Industry**

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

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

8.10 The parties recognise the right of women to feel safe at work. Sexual harassment, intimidation, ostracism, or any other unacceptable behavior will not be tolerated. Any such behavior will be thoroughly investigated. Breaches of this clause will involve disciplinary action up to and including termination of employment.

**Mature Age Workers**

8.11 The parties recognise that a lifetime in the construction industry can take its toll on a person's wellbeing. Wherever possible, the Employer shall implement measures to encourage the retention of older employees. To the extent possible, this includes (but is not limited to) the preservation of jobs such as hoist operators, traffic controllers and peggies for workers over the age of 50.

# PART 2 DISPUTE RESOLUTION AND CONSULTATION

## 9. DISPUTES SETTLEMENT PROCEDURE

9.1 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 (including a dispute about whether a workplace right has been breached) 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 NES, including subsections 65(5) or 76(4) of the Fair Work Act) shall be dealt with according to the following procedure.

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

9.3 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.

9.4 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 another representative 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.

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

9.6 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.

9.7 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.

## 10. CONSULTATION

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

10.2 Consultative Committees may be set up for this purpose.

**Consultation about major workplace change**

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

10.4 As soon as practicable and prior to implementation, the Employer must discuss with the Employees and the Union the introduction of the change; and the effect the change is likely to have on the employees. The Employer must discuss measures to avert or mitigate the adverse effect of the change on the Employees.

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

(a) All relevant information about the change including the nature of the change proposed

(b) Information about the expected effects of the change on the Employees; and

(c) Any other matters likely to affect the Employees.

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

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

10.8 "**Significant Effect**" under clause 10.3 above includes termination of employment (including redundancy), major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; changes to safety and/or management systems, any changes to employment practices that result in privacy concerns for employees such as implementation of electronic inductions and/or access systems; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

**Consultation about changes to rosters or hours of work**

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

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

(a) discuss with the relevant Employees and the Union the introduction of the change; and

(b) provide to the Employees, there Union and/or their representatives details of the following in writing:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and

(iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

(c) Invite the Employee(s) and the Union, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities) and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and their Union.

(d) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

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

# PART 3 SAFETY

## 11. PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS

11.1 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.

11.2 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 in the WHS Act) - Site Manager or any other person nominated by the Principal Contractor

(b) the Employers - the Site Manager or any other person nominated by the Employer(s)

(c) The Employees - the Union or other representatives.

(Collectively referred to as "Nominated Parties")

11.3 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 document that is directly relevant to resolving the issue; and

(e) advise any person whom the representative reasonably believes to be exposed to a serious risk to his or her health and safety, emanating from an immediate and imminent exposure to a hazard of that risk.

11.4 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.

11.5 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.

11.6 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.

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

11.8 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 QBCC, where applicable, to arrange for an inspector to attend the workplace to assist in resolving the issue.

11.9 Direction to cease work

(a) If -

(i) an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of the Employer; and
(ii) the issue concerns work which involves an immediate threat to the health or safety of any person; and
(iii) given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 11.7 above

(b) the Employer and/or the health and safety representative for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease.

(c) During any period for which work has ceased in accordance with such a direction, the Employer may assign any Employees whose work is affected to suitable and safe alternative work.

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

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

## 12. HEALTH AND SAFETY REPRESENTATIVES

12.1 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. To ensure a timely resolution of issues in relation to WHS, all parties may be represented on the health and safety committee.

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

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

12.4 The HSRs shall be allowed to consult with the PCBUs, Unions, 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.

## 13. HEALTH AND SAFETY REPRESENTATIVE MEETINGS

13.1 A health and safety representative will be allowed reasonable paid time during working hours to attend occupational health and safety matters, including meetings affecting employees they represent, providing that the Representative informs their manager.

## 14. HOT WEATHER GUIDELINES

14.1 Under this Agreement when air temperature reaches:

(a) 35°C; or

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

14.2 This definition will be subject to review in other regions. This clause 14 must be incorporated in the Employer's OHS Procedures for all applicable Projects.

14.3 Before finishing work, Employees must be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, Site manager, and HSRs. This will allow preparation for works to be modified to reduce this category of heat exposure in accordance with clause 14.1. For forecasting, planning and guidance the Bureau of Meteorology (BOM) shall be used for weather observations. Monitoring heat on the day will be done with a calibrated wet bulb thermometer.

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

(a) rescheduling work so that certain tasks are performed during the cooler part of the day, or on another day

(b) reducing the time spent doing hot tasks (for example, by job rotation)

(c) arranging for more workers to do the job

(d) providing extra rest breaks in a cool area

(e) providing cool drinking water and ice (machines) near the work site

(f) increasing air movement by fans or coolers

(g) installing shade cloth to reduce radiant heat from the sun

(h) consideration must be given to working an eight-hour day.

14.5 Once the temperature reaches extreme levels, as defined in clause 14.1 the following process will be followed:

(a) Where the temperature reaches 35°C, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the program and workload as described in clause 14.4.

(b) where the temperature is 29°C and 75% humidity or more after three hours from the commencement of a shift, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the program and/or workload as described in clause 14.4.

14.6 If there are areas of the workplace that are below any Extreme Hot Weather, work shall continue as normal in those areas. Employees unable to work elsewhere may be transferred to these areas below the extreme levels if work is available. Employees may walk a reasonable distance through areas effected by extreme hot weather to and from amenities, provided it does not pose an imminent risk to their health or safety. The primary objective is to ensure that

there is no reasonable concern for an Employee undertaking work of an imminent risk to their health or safety.

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

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

## 15. AIR QUALITY PROCEDURE

**Definitions**

**Acceptable Air Quality**

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

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

**Measuring of air quality**

15.3 Measuring of air quality will be done through either of the following, in agreement between the parties:

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

(i) Click on environment.

(ii) Go to Our Environment and click on air.

(iii) Click on live air data.

(iv) Scroll down and view closest Station to the job site.

(v) Refer to Air Quality Procedure (15.9 below).

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

**Bushfire smoke**

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

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

**Air Quality Procedure**

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

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

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

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

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

**Fit testing**

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

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

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

## 16. INCLEMENT WEATHER

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

16.2 Inclement weather means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme heat (as defined in clause 14), poor air quality (as defined in clause 15), or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions.

16.3 The employer or its representative, when requested by the employees or their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the conditions referred to in clause 16.2 apply.

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

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

16.6 Where emergency work or a concrete pour is completed in accordance with clause 16.5, work will be paid at the rate of 200% of the ordinary hourly rate calculated to the next hour, and in the case of wet weather, the employee will be provided with adequate wet weather gear. If an employee's clothes become wet as a result of working in the rain the employee will be allowed to go home for the remainder of the day without loss of pay.

16.7 Where an employee is not able to perform any work at any location because of inclement weather, the employee will receive payment at the ordinary hourly rate for ordinary hours. Payment for time lost due to inclement weather is subject to a maximum of 32 hours pay in any 4-week period for each employee. Payment is subject to adherence to the terms of clause 16.

16.8 An employee working on a Job Share arrangement pursuant to clause 30—Job Share, that is affected by inclement weather, will be entitled to payment from the 32-hour inclement weather bank on a pro rata basis.

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

16.10 Inclement weather occurring during overtime will not be taken into account for the purposes of clause 16 and employees will not be entitled to any payment for stoppages because of inclement weather that occurs outside of ordinary hours.

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

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

(a) from a location on a site where it is unreasonable and/or unsafe to work because of inclement weather, to another area on the same site, where it is reasonable and safe to work; and/or

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

**Inclement weather procedure**

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

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

(b) after the main meal break, for more than half of the ordinary work time; or

(c) during the final 2 hours of the normal workday for more than an accumulated total of one hour;

the employer will not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances. However, where genuine training has been agreed in writing between the parties, then the course maybe completed in extraordinary circumstances.

**Rain at Starting Time**

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

(a) the rain stops; or

(b) a covered walkway has been provided; or

(c) the sheds are under cover and the employees can get to the dry area without going through the rain; or

(d) adequate protection is provided.

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

**Dewatering**

16.16 All sites will develop a Dewatering Plan through consultation with the Union, HSRs, Safety Committee and the site Contractors.

16.17 This plan will:

(a) Outline appropriate dewatering strategies, hydraulic engineering solutions and Dewatering Crew requirements

(b) Require relevant HSR`s to assess the areas in a staged sequence giving priority to accessways

(c) Commence dewatering activities and open areas progressively once dewatering is complete

(d) Including staggered meal breaks of the Dewatering Crew and Safety Committee

(e) Outline minimum requirements of PPE and dewatering tools/equipment

(f) The Dewatering plan will be reviewed and updated on a reasonable basis depending on job type, size, constitution etc.

(g) Plans for work activities (including agreed training) to take place in dry areas during periods of inclement weather

16.18 All Contractors will supply adequate manpower for the site Dewatering Crew as per the Dewatering Plan.

16.19 Mitigation strategies such as, but not limited to, the following should be considered where reasonably practicable;

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

(b) additional drainage outlets to slabs

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

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

## 17. ADDITIONAL OCCUPATIONAL HEALTH AND SAFETY MATTERS

**Personal Protective Equipment**

17.1 The following clothing will be supplied to all Employees after consultation with Delegate. The employer shall provide clothing and Personal Protective Equipment that is suitable, fit for purpose and manages risk relative to the task at hand (no later than 1 month after commencement). 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 $225.00 upon producing of a purchase receipt): and

(b) 5 sets of shirts and shorts/trousers, overalls or bib and brace overalls, or any combination as agreed: and

(c) 1 high visibility winter jacket.

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

17.3 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. The Employer undertakes to source Australian made clothing and equipment, in so far as it is possible.

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

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

**Workplace Impairment Policy**

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

### 18. CRANE CREW

18.1 The crane crew for each crane must consist of at least the following:

(a) A crane driver; and

(b) A Dogman/stand-by driver; and

(c) A Dogman.

18.2 The Dogman/stand-by driver will be paid at the same rate as the driver for all hours worked.

18.3 From 1/7/2025 the entire crew on a tower crane shall be paid at the CW7 rate.

## PART 4 EMPLOYMENT

### 19. SECURITY OF PERSONAL INFORMATION

19.1 For this clause "personal information" has the meaning given to it in the Privacy Act 1988 (Cth).

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

### 20. SITE ACCESS SYSTEMS AND INDUCTIONS

20.1 Site access systems shall be agreed between the Parties.

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

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

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

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

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

## 21. TOOLBOX MEETINGS

21.1 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. There will exist a standing invitation for representatives of the Union to attend such toolbox meetings.

## 22. CONTRACT OF EMPLOYMENT

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

22.2 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 deskilling.

22.3 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 BUSSQ, BERT, BEWT, CIPQ and Qleave or NTBuild or other funds nominated herein. The Employee shall also continue to accrue all appropriate leave entitlements for the first twelve months of the Employee's absence due to the workers compensation claim.

## 23. EFFECTIVE WORK ORGANISATION

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

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

(a) Union Delegates

(b) First aid attendants

(c) Amenities attendants

(d) Hoist drivers (including builders' lift drivers)

(e) Crane crews (except were supplied by a specialist company or subcontractor)

(f) Gate persons

(g) Primary traffic attendant roles (except were supplied by a subcontractor as an ancillary aspect of their scope of works or where there is a legal requirement).

(h) Reasonable numbers of labourer's and tradespeople, relative to the size and nature of the project.

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

## 24. CASUAL EMPLOYMENT

24.1 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 on a casual basis, they will be supplied in writing that the engagement is to be as a casual, the job to be performed, the classification level, the actual or likely length of engagement including number of hours to be worked per week, and the relevant rate of pay.

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

24.3 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 clause 0 below. 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 0 below.

24.4 A casual Employee for working ordinary time shall be paid 125% of the hourly rate prescribed in APPENDIX 1 for the Employee's classification.

24.5 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 1 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 1 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 1 for the Employee's classification.

24.6 For the purposes of clarity, the applicable contributions to BUSSQ, BERT, CIPQ and BEWT or other funds nominated herein, must be made by the Employer in respect of casual Employees. A casual Employee shall also be entitled to receive, in addition to their casual rate, penalty payments for Overtime, work performed on weekends, work performed on public holidays and RDOs, Domestic Violence leave and unpaid cultural leave.

24.7 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.

**Casual Conversion**

24.8 A casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in excess of six-weeks, thereafter, will have their contract of employment converted to permanent employment unless otherwise agreed in writing between the parties. Regular and systematic shall be defined as an average of 4 days or more, per week, over 6 weeks. Eligible current employees will be transitioned to full time no later than 6 weeks from the date of approval of this agreement.

24.9 Any Employee, who is entitled to be converted to permanent employment pursuant to this clause, and is not converted to permanent employment, is entitled to be paid 175% of the hourly

rate prescribed in this Policy for the Employee's classification from the first day of the seventh week of their employment onwards.

## 25. APPRENTICES/TRAINEES

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

25.2 For clarification, in addition to the rates in APPENDIX 1, Trainees are entitled to receive full Daily Travel, BERT, BEWT, CIPQ, Superannuation and any other entitlements in accordance with this document. Such entitlements shall not be paid at rates applicable to Apprentices.

25.3 Training arrangements for Apprentices/Trainees shall be as provided in the Building and Construction General On-site Award 2020.

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

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

25.6 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 months after the expiry of the probationary period or within a period of six months from the date of commencement of the employment, whichever first occurs.

25.7 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.

25.8 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.

(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 25.6 and clause 25.7 above.

**Apprentice Ratio**

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

(a) If the Employer employs five (5) or more tradespeople in any one classification, it undertakes to employ an apprentice(s) or make arrangements to host an apprentice from an agreed scheme.

(b) The Employer is committed to ensuring that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, to this end the Employer will endeavor to maintain at least one apprentice to every five (5) tradespeople.

(c) If the Employer does not currently have an apprentice as provided for in paragraph (a) above, the Employer will engage in consultation with the Union in relation to their obligations under this clause but shall be afforded reasonable time to enable the Employer to comply with this clause. Further, the Parties are committed to a strong ratio of apprentices in the industry.

## 26. ADULT APPRENTICES

26.1 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 Appendix 1 and will be paid a minimum rate equal to the rate of pay for a second-year apprentice, for the first two years of the apprenticeship, then on parity with other apprentices for the third and fourth years.

## 27. TRAINING AND RELATED MATTERS

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

27.2 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.

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

**HSR training**

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

**Asbestos Awareness Training**

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

**Silica Dust Training**

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

**Mental Health Training**

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

**General**

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

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

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

## 28. EMPLOYMENT SECURITY

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

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

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

28.4 The application of this Employment Security clause shall recognise geographical and commercial circumstances. In these circumstances the Employer and the Union may agree to vary the requirements of clause 28 on a project-by-project basis. Negotiations are to be conducted in good faith and agreement will not be unreasonably withheld.

28.5 **Use of Contractors**

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

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

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

28.6 **Labour Hire**

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

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

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

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

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

28.9 **Tower Cranes**

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

## 29. INDIVIDUAL FLEXIBILITY AGREEMENTS

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

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

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

(b) Relates only to:

(i) Salary sacrifice agreements

(ii) Increase in annual leave accrual each year

(iii) Increase in rate of accrual of Rostered days off

(iv) Increase in wages

(v) Increase in training leave (Union or otherwise)

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

(d) result in the Employee being better off overall than the Employee would be if no arrangement (variation agreement) was made.

29.3 The Employer must also ensure that any such variation agreement is:

(a) Agreed to by the Union

(b) in writing (including details of the terms that will be varied, how the variation agreement 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 arrangement, and the day on which the arrangement commences)

(c) includes the name of the Employer and Employee

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

(e) provided to the Employee within 14 days after it is agreed to: and

(f) able to be terminated by either the Employer or Employee giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.

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

### 30. JOB SHARE

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

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

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

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

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

30.6 Superannuation and BERT payments will be calculated on a pro rata basis. As will any allowances that are calculated on a weekly basis.

30.7 Breaches of this clause will require the breaching Employer to back pay both employees as if employed fulltime 50 hours per week for the length of the Job Share agreement.

# PART 5 WAGES AND ALLOWANCES

### 31. WAGES

31.1 Employees must be paid wages in accordance with APPENDIX 1 from the first full pay period after the dates specified. Those rates include the following increases:

| Date | Percent |
|---|---|
| 1 July 2023 | 5% |
| 1 July 2024 | 5% |
| 1 July 2025 | 5% |
| 1 July 2026 | 5% |
| 1 July 2027 | 5% |

31.2 The wage rates detailed in APPENDIX 1 of this agreement are structured as follows:

(a) The wage rates detailed in APPENDIX 1 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 1 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 1.

31.3 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.

**Jump Up**

31.4 Where on a site at which the employee is engaged the wages and conditions for the majority of people employed are higher than those provided in this enterprise agreement, the employee will receive such higher wages and conditions in accordance with their relevant classification.

## 32. CLASSIFICATIONS

32.1 The Classification levels for Employees engaged under this agreement shall be read in accordance with the Award unless specifically amended by the terms of this Agreement. Classification levels, relativities, pay rates and other details are contained in APPENDIX 1.

**Marker/Setter Out**

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

**Higher Duties**

32.3 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.

**Health and Safety Representative**

32.4 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, or the Employee's usual classification. In addition, a HSR is entitled to an all-purpose hourly allowance for the life of this agreement as per the table at Appendix 2 – Health and Safety Representatives Allowance.

(a) For clarity, an Employee is only entitled to one all-purpose hourly allowance pursuant to clauses 32.4 and 32.5.

**Union Delegate**

32.5 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, or the Employees usual classification. In addition, a Union Delegate is entitled to an all-purpose hourly allowance for the life of this agreement as per the table at Appendix 2 – Delegate Allowance.

(a) For clarity, an Employee is only entitled to one all-purpose hourly allowance pursuant to clauses 32.4 and 32.5. Notwithstanding, no Union Delegate will suffer a reduction in pay as a result of the implementation of this clause.

## 33. SUPERANNUATION

33.1 It is agreed that the default fund under this agreement shall be BUSSQ.

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

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

| Date | 1/7/2023 | 1/7/2024 | 1/7/2025 | 1/7/2026 | 1/07/2027 |
|---|---|---|---|---|---|
| Super | $285/week | $297/week | $310/week | $323/week | $345/week |

33.4 On projects where the Total Cost of Work is $50m or greater, every Employee shall co-contribute by way of salary sacrifice the following minimum weekly amount:

| Date | 1/7/2023 | 1/7/2024 | 1/7/2025 | 1/7/2026 | 1/07/2027 |
|---|---|---|---|---|---|
| Co-Cont. | $72/week | $75/week | $78/week | $81/week | $85/week |

33.5 The contributions in clauses 33.3 and 33.4 shall be in addition to all other entitlements prescribed by this Agreement.

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

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

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

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

33.10 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.

33.11 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 or NTBuild), public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.

33.12 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.

## 34. SALARY SACRIFICE ARRANGEMENTS

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

(a) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual Employee.

(b) An Employee wishing to enter into a salary sacrifice arrangement will be required to notify their 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.

## 35. INCOME PROTECTION AND PORTABLE UNUSED SICK LEAVE

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

| Date | 1/3/2023 | 1/3/2024 | 1/3/2025 | 1/3/2026 | 1/3/2027 |
|---|---|---|---|---|---|
| CIPS | $47.00 | $51.00 | $54.00 | * | * |

*To be advised in accordance with 35.2*

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

35.2 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 clause 35.1 from the date determined by CIPQ will satisfy the Employer's obligations under clause 35.1.

35.3 If the Employer does not contribute to CIPQ the amount required under clause 35.1 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.

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

## 36. REDUNDANCY

36.1 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.

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

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

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

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

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

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

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

| 1 July 2023 | 1 January 2024 | 1 January 2025 | 1 January 2026 | 1 January 2027 |
|---|---|---|---|---|
| $82.00 | $87.00 | $91.00 | $96.50 | $100.00 |

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

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

| 1 July 2023 | 1 January 2024 | 1 January 2025 | 1 January 2026 | 1 January 2027 |
|---|---|---|---|---|
| $9.00 | $9.50 | $10.00 | $10.50 | $11.00 |

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

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

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

| Stage | 4 year Apprentice Percentage | 3 year Apprentice Percentage |
|---|---|---|
| 1st | 50% | 50% |
| 2nd | 60% | 70% |
| 3rd | 75% | 90% |
| 4th | 90% | N/A |

36.6 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 or NTBuild), public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.

36.7 Where the Employee's balance in the Employee's Redundancy fund reaches $20,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund or redirected to BUSSQ. 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.

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

## 37. ALLOWANCES

37.1 In addition to the wage rates prescribed in this Agreement, Employees shall be paid additional allowances as provided for by the Award. The rates for the various allowances shall be as provided below and/or in APPENDIX 2 of this Agreement.

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

**Fares and Travel Allowance**

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

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

| Distance | 1/9/2023 | 1/1/2024 | 1/1/2025 | 1/1/2026 | 1/1/2027 |
|---|---|---|---|---|---|
| Zone 1 | $55 per day* | $60 per day | $62 per day | $64 per day | $66 per day |
| Zone 2 | $75 per day | $80 per day | $82 per day | $84 per day | $86 per day |
| Zone 3 | $95 per day | $100 per day | $102 per day | $104 per day | $106 per day |

*This rate applies from 1/7/2023

(b) Employees engaged on projects valued under $50 million.

| Distance | 1/9/2023 | 1/1/2024 | 1/1/2025 | 1/1/2026 | 1/1/2027 |
|---|---|---|---|---|---|
| Zone 1 | $30 per day* | $35 per day | $37 per day | $39 per day | $41 per day |
| Zone 2 | $50 per day | $55 per day | $57 per day | $59 per day | $61 per day |
| Zone 3 | $70 per day | $75 per day | $77 per day | $79 per day | $81 per day |

*This rate applies from 1/7/2023

(c) Zones 2 and 3 only apply to employees who live further than 50Kms from their place of work.

(d) There shall exist zone borders at both 50kms, 100kms and 150kms from the business address where the employee is engaged. The business address where the employee is engaged will be the address listed in definitions under `Employer` or by written agreement with the Union.

(e) At the commencement of the project the radial distance from the business address to the project will be calculated.

(f) Employees will be paid the corresponding travel allowance based on the zone the project is located in relative to the business address where they are engaged. Appendix 2 contains visual representation to enable easier understanding of this clause.

(g) In the event that the Employer supplies a vehicle for travelling to and from work to the employee the amount of travel paid for zone 2 and 3 will be the difference between the relevant zone travelled too and the amount due from zone one. This shall be considered payment for distant travel.

(h) No employee will be worse off, than they were directly prior to certification, due to the implementation of this clause.

(i) For clarity the fares and travel allowance under the applicable awards will not apply. The allowances for being sent to multiple jobs in a day as listed in Appendix 2 will continue to apply.

(j) Apprentices shall receive the following percentage of the amount detailed above:

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

**Leading Hand**

37.4 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**

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

(a) Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.

(b) Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.

(c) If the Employer does not supply meals then an allowance will be paid per meal in accordance with appendix 2 per meal not supplied.

(d) Where Employees are required to work on a project more than 150km from the business address where the Employee is engaged, this shall be referred to as distant work. Distant work shall only be undertaken with agreement from the Union. Such agreement will take into consideration daily travelling time and its effect on fatigue and may include an agreement to enact the distant works provision of this agreement where workers are required to travel less than 150km.

(e) Rosters for distant work shall be agreed in writing between the Employer and the Union before the distant work commences.

(f) Employees rostered for distant work must be notified in writing by the Employer. To ensure fatigue is managed safely, no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work. Notwithstanding any other requirements in this clause, no Employee will be required to be away from home for more than 3 weeks without returning home at the Employer's expense.

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

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

(h) All time spent by Employees travelling to and from distant work will be paid as if worked during the time the travel is taken.

**Power Tools**

37.6 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 2 of this Agreement.

**Site Allowance**

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

| Value of Project | Site Allowance | Value of Project | Site Allowance |
|---|---|---|---|
| $50m-$80m | $1.70 | $500m-$600m | $6.00 |
| $80m-$100m | $2.50 | $600m-$700m | $7.00 |
| $100m-$200m | $3.50 | $700m-$800m | $8.00 |
| $200m-$300m | $4.50 | $800m-$900m | $9.00 |
| $300m-$400m | $5.00 | $900m-$1b | $10.00 |
| $400m-$500m | $5.50 | $1b + | $11.00 |

(a) Site Allowance is not subject to any premium or penalty and shall compensate for

(b) all disabilities other than:

(i) Heavy Blocks

(ii) Explosive

(iii) Powered Tools

(iv) Scaffolder's Licence Allowance

(v) Unbacked Insulation

(vi) Swing Stage

(vii) Height/ Multi Storey.

For these items the applicable rate in APPENDIX 2 will apply.

NB: the Living Away from Home Allowance, travel allowance, transfers during working hours and all allowances referred to in clause 37 of this Agreement are not disability allowances for the purposes of this clause.

**Height Allowance**

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

a) Where the Total Cost of Work is $50m or greater, height allowance shall be paid in accordance with the rates in Appendix 2 of this Agreement.

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

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

a) Up to the Employer's contractual practical completion for the last separable portion of that project, and

b) Also, to any additional work that is continuous and carried out by the Employees of the Employer on that project post practical completion, that falls under the Employer's original contract (for example defects work).

**Engagement of more than one mobile crane**

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

| Number of Cranes | 1/07/2023 | 1/72024 | 1/07/2025 | 1/07/2026 | 1/07/2027 |
|---|---|---|---|---|---|
| 2 | $4.64 | $4.87 | $5.12 | $5.37 | $5.64 |
| 3 | $8.92 | $9.37 | $9.84 | $10.33 | $10.85 |
| 4 | $13.72 | $14.41 | $15.13 | $15.89 | $16.68 |
| 5+ | $18.13 | $19.04 | $19.99 | $20.99 | $22.04 |

# PART 6 HOURS OF WORK

## 38. HOURS OF WORK

38.1 Appendix 2 contains a visual representation to aid in the interpretation of hours of work clauses under this document.

**Ordinary hours**

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

38.3 There must be allowed, without deduction of pay, a minimum rest break of 20 minutes between 9.00am and 11.00am in lieu of an afternoon rest pause.

**Start and Finish Times**

38.4 Typically, work should not commence later than 7.00am on any day unless prior written agreement has been reached with the Union.

38.5 Any hours worked between 4.00am and 6.00am will be paid at double time for the disability of starting early and accrue towards the ordinary hours for the day.

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

(a) provide not less than 48 hours' notice to affected Employees of the change to start and finish times;

(b) have regard to the intention of avoiding excessive overtime.

**Overtime**

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

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

38.8 Reflecting this intention, it is recognised that:

(a) The Employer is not restricted as to the setting of daily hours within the 50-hour general standard;

(b) Subject to written agreement with the Union a majority of Employees may agree to work on a Saturday following a Monday RDO, provided there is strict adherence with the rest of this clause. Agreement will not unreasonably be withheld, and particular consideration shall be given to weeks where both RDOs and public holidays occur.

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

(a) any risk to Employee health and safety including the risk of fatigue i.e., excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees

(b) the Employee's personal circumstances including any family responsibilities

(c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and

(d) any other relevant matter.

**Overtime Penalty Rates**

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

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

**Shiftwork**

38.12 All shifts starting or finishing more than 2 hours outside of the ordinary hours of work will be classified as Shiftwork and be paid at double time for the entire shift. Appendix 2 of this agreement contains a visual representation to clarify hours of work obligations.

38.13 An early start between 4.00am and 6.00am on a regular day shift will be paid at double time for those hours worked up until 6.00am, and will count towards the ordinary hours for the day and not be considered shift work for the purposes of this clause.

38.14 A late finish between 6.00pm and 8.00pm will be paid at double time for those hours worked outside the ordinary span of hours, will count towards the ordinary hours for the day if occurring within 8 hours of the start time and not be considered shift work for the purposes of this clause.

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

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

38.17 An Employee may refuse to work Shiftwork 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 Shiftwork and by the Employee of his or her intention to refuse it; and

(d) any other relevant matter.

38.18 This clause will replace the Shiftwork clause under the Award.

**Easter and Christmas**

38.19 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. Any work undertaken during these periods will be by written agreement with the Union.

## 39. EMPLOYEE ROSTERED DAY OFF

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

39.2 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 contained in APPENDIX 3. The purpose of this calendar is to ensure workers and site management manage their fatigue levels, thereby encouraging safer and more productive Projects. Calendars for years not contained in this agreement will be published by the Union when the Holiday and School Terms are released by the Queensland Government.

39.3 Payment for RDOs will include an entitlement to the daily fares and travel allowance.

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

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

39.6 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.

39.7 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),

(b) The Employer must consult with the affected Employee(s); and

(c) All work on RDO`s will only occur by agreement between the Employer and the Union. Such agreement will be in writing.

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

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

(a) any risk to Employee health and safety including the risk of fatigue i.e., excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees

(b) the Employee's personal circumstances including any family responsibilities

(c) any other relevant matter.

39.10 Where the procedure in clause 39.7 above has been followed and at least seven days' notice has been provided to Employees to work on the RDO, Employee's must be paid for at 200% of the rate applicable for the Employee's classification in the Agreement, with a minimum payment for 8 hours, for that RDO. Where the procedure in clause 39.7 above has not been followed or less than 7 days' notice has been provided to Employees to work on the RDO, Employee's must be paid at 250% of the rate applicable for the Employee's classification in the Agreement, with a minimum payment of 8 hours, for that RDO.

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

39.12 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.

## 40. PRODUCTIVITY SCHEMES

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

# PART 7 LEAVE

## 41. LEAVE

**Annual leave**

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

41.2 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.

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

41.4 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%.

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

**Personal leave**

41.6 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)

(c) for cultural purposes as defined in clause 8.6 of this agreement; or

(d) compassionate leave.

41.7 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.

41.8 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.

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

**Parental leave**

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

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

(a) Where the employee is to be the primary care giver, pay the equivalent of the difference between the Government paid parental leave scheme and the employees normal take home pay for a period of four (4) weeks.

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

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

**Compassionate leave**

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

**Community Service Leave**

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

**Long Service Leave**

41.15 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**

41.16 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**

41.17 Employee entitled to be absent on public holiday.

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

41.19 Reasonable requests to work on public holidays.

(a) The Employer may request an Employee to work on a public holiday if the request is reasonable. Further, written agreement must be reached between the Employer and the Union for any work on public holidays.

(b) If the Employer requests an Employee to work on a public holiday, the Employee may refuse the request if

(i) the request is not reasonable; or

(ii) the refusal is reasonable.

41.20 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.

41.21 All work done by any employee on:

- 1st January
- 26th January
- Good Friday
- Easter Saturday (the day after Good Friday)
- Easter Sunday
- Easter Monday
- 25th April (Anzac Day)
- May Day
- 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.

41.22 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.

## 42. FAMILY VIOLENCE LEAVE

**General Principles**

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

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

against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence.

**Definition of Family and/or Domestic Violence**

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

(a) is physically or sexually abusive; or

(b) is emotionally or psychologically abusive; or

(c) is economically abusive; or

(d) is threatening; or

(e) is coercive; or

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

(g) causes a child to hear or witness, or otherwise be exposed to the effects of, such behavior.

**Family and/or Domestic Violence Leave**

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

(a) attending legal proceedings, counselling, appointments with a medical or legal practitioner

(b) relocation or making other safety arrangements; or

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

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

(a) accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner

(b) assisting with relocation or other safety arrangements; or

(c) other activities associated with the family and/or domestic violence including caring for children.

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

42.7 Upon exhaustion of the leave entitlement in clause 42.4, Employees will be entitled to up to [2] days unpaid family and/or domestic violence leave on each occasion.

**Notice and Evidentiary Requirements**

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

42.9 If required by the Employer, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 42.4. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.

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

**Individual Support**

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

(a) changes to their span of hours or pattern or hours and/or shift patterns

(b) job redesign or changes to duties

(c) relocation to suitable employment within the Employer

(d) a change to their telephone number or email address to avoid harassing contact; or

(e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

# PART 8 TERMINATION

## 43. TERMINATION

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

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

**Performance/General Misconduct**

43.3 In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following 3 step counselling procedure will be applied. This procedure does not apply for Redundancy situations. An Employee may elect at any step to have their Employee Representative or any other person or persons of their 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.

43.4 Step 1- First Written Warning

(a) The Employer will have a discussion with the Employee, and the Employer will advise the Employee of the problems that the Employer believes exist in relation to the Employee's conduct. If appropriate the Employer will then issue a written warning detailing:

(i) The issues of concern; and

(ii) The standards of improvement required.

43.5 Step 2- Final Written Warning

(a) If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Employer will have a further discussion with the Employee in which it will advise the Employee of the problems the Employer believes exists in relation to the Employee's conduct. If appropriate the Employer will then issue a final written warning detailing:

(i) The issues of concern; and

(ii) The standards of improvement required; and

(iii) That it is a final written warning and that failure to meet the standards of improvement stated therein may lead to dismissal.

(b) If an Employee does not repeat the same offence which produced the need for the final warning, within 6 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for dismissal.

43.6 Step 3- Dismissal

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

43.7 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.

43.8 The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two business days of termination, or the Employee shall be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday). This claim shall be regardless of whether or not the Employee remains on the job).

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

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

43.11 The Employer shall notify all funds upon termination of an Employee. This will include informing Qleave of time served.

# PART 9 REPRESENTATION

## 44. UNION DELEGATE

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

(a) the right to be treated fairly and to perform their role without any discrimination in their employment.

(b) for the Union Delegate to represent an Employee were requested in relation to a grievance, dispute or a discussion with a member of the Union.

(c) the right to place information related to permitted matters in prominent locations in the workplace except that the material must not breach freedom of association, privacy and other applicable laws.

(d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace.

(e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace.

(f) the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts.

(g) the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts.

(h) the right for reasonable time off to attend accredited union education.

(i) the right to take reasonable leave to work with the Union.

(j) the right to have reasonable time off to participate in the operation of the Union.

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

## 45. UNION DELEGATE FACILITIES

45.1 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 their functions in a professional and timely manner. The facilities shall include:

(a) a telephone

(b) an iPad equipped with mobile Internet access

(c) a table and chairs

(d) a filing cabinet

(e) air-conditioning/heating

(f) access to stationery and other administrative facilities, including use of facsimile, use of e-mail, (if available on site), following consultation between the Union Delegate and Site Management

(g) a private lockable area.

## 46. UNION TRAINING LEAVE

46.1 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.

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

46.3 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.

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

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

46.6 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.

46.7 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.

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

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

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

## 47. UNION RIGHTS PROMOTING REPRESENTATION OF MEMBERS

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

47.2 Any company representative who discourages an employee from becoming a financial member of the Union breaches the intent of this agreement.

47.3 The company must invite the Union Delegate to attend every company induction for new Employees and to address Employees for at least half an hour per attendance.

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

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

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

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

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

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

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

# PART 10 COMPLIANCE

## 48. TIME AND WAGE RECORDS

48.1 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 RDOs, personal leave, annual leave, etc;

(m) Details of the Employer BUSSQ contribution;

(n) Details of the Employer BERT contribution, including the amount;

(o) Details of the Employer CIPQ payment, including the amount;

(p) Details of the Employees BEWT payment, including and the amount.

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

(a) The Employee's date of birth;

(b) date when the Employee became an Employee of the Employer, if appropriate, the date when the Employee ceased employment with the Employer;

(c) The Employee's tax file number;

(d) The Employee's number;

(e) The Employee's BERT number;

(f) The Employee's QLeave or NTBuild number;

(g) The Employee's CIPQ number;

(h) Daily details of work including:

(i) Daily start time and finish time;

(ii) Time lunch and crib breaks taken;

(iii) Total ordinary hours worked and resulting wage;

(iv) Total time and a half hours worked and resulting wage;

(v) Total double time hours worked and resulting wage;

(i) Details of allowances paid;

(j) Details and payment for RDOs, Personal and annual leave, public holidays;

(k) Details of deductions;

(l) Details of additions;

(m) Total gross allowances paid per week and year to date;

(n) Total gross wages paid per week and year to date;

(o) Tax deducted from wages per week and year to date;

(p) Net wages per week and year to date;

(q) RDOs, sick and annual leave accrued per week and year to date;

(r) Superannuation, BERT, BEWT, and CIPQ paid per week and year to date.

## 49. SHAM CONTRACTING

49.1 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.

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

49.3 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.

49.4 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

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

49.6 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; and

(b) the Site Allowance (if applicable); and

(c) the multi-story allowance (if applicable); and

(d) Superannuation (BUSSQ), BERT, CIPQ and BEWT.

## 50. SECURITY OF PAYMENTS

50.1 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.

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

50.3 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.

50.4 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; and

(c) have a documented dispute settlement process in accordance with all applicable legislative requirements that details how disputes about payments will be resolved, includes a referral process to an independent adjudicator for determination if the dispute cannot be resolved between the parties and must comply with that process; and

(d) as far as practicable, ensure that disputes about payments are resolved in a reasonable, timely and cooperative way.

(e) Principal contractors and contractors will ensure reasonable allowance is included in contracts taking into account historic weather conditions and forecast rainfall.

(f) The Employer will keep records demonstrating its compliance with clause 50.4 above. The Employer will, within 7 days of receiving a written request from the Union who has a reasonable belief of a non-compliance with clause 50.4 above, provide evidence demonstrating its compliance. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

## 51. TEMPORARY FOREIGN LABOUR

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

51.2 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 to ensure the job security of the Employees covered by this Agreement.

51.3 The Employer will not engage temporary foreign labour unless:

(a) the position is first advertised in Australia; and

(b) the advertising was targeted in such a way that a significant proportion of suitably qualified and experienced Australian citizens and Australian permanent residents (within the meaning of the Migration Act 1958 (Cth) would be likely to be informed about the position; and

(c) any skills or experience requirements set out in the advertising were appropriate to the position; and

(d) the employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job; and

(e) temporary foreign labour will be engaged in accordance with this Agreement, and

(f) Written agreement has been reached with the Union.

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

51.5 Where an 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.

## 52. QUALITY BUILDING MATERIALS

52.1 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; or

(b) does not, or will not, comply with relevant regulatory provisions; or

(c) does not perform, or is not capable of performing, for the use to the standard represented.

52.2 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.

52.3 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.

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

52.5 The Employer will, within 7 days of receiving a written request from the Union, provide a copy of the records which it is required to be keep pursuant to the previous clause 52.4 above.

## 53. COMPLIANCE WITH THIS AGREEMENT

53.1 Complaints, queries and concerns regarding entitlements paid in relation to the Award 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. Relevant Union Officials shall be provided access to time and wages records in accordance with the FW Act.

53.2 The Employer will conduct an audit using the Audit Form provided for in APPENDIX 6 to confirm compliance with:

(a) Awards and workplace arrangements which have been certified, registered or otherwise approved under the relevant industrial legislation.

(b) Legislative requirements such as:

(i) the Fair Work Act 2009; or

(ii) QLD/NT Workers Compensation; or

(iii) Superannuation; and

(iv) Long Service Leave.

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

## 54. POSTING OF AGREEMENT AND NOTICES

54.1 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.

## 55. SEVERABILITY

55.1 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 1 – RATES OF PAY

| CONSTRUCTION WORKER CLASSIFICATIONS AND RATES OF PAY | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Level** | **Occupations** | **From** | **1/07/2023** | **1/07/2024** | **1/07/2025** | **1/07/2026** | **1/07/2027** |
| CW8 | Supervisor | p/w | $2,308.07 | $2,423.47 | $2,544.64 | $2,671.88 | $2,805.47 |
| | | p/h | $64.11 | $67.32 | $70.68 | $74.22 | $77.93 |
| CW7 | Tower Crane Operator, Tower Crane Rigger, Hoist Rigger, Supervisor (Sub-Foreperson) | p/w | $2,215.08 | $2,325.83 | $2,442.13 | $2,564.23 | $2,692.44 |
| | | p/h | $61.53 | $64.61 | $67.84 | $71.23 | $74.79 |
| CW6 | Trainer | p/w | $2,122.85 | $2,228.99 | $2,340.44 | $2,457.46 | $2,580.34 |
| | | p/h | $58.97 | $61.92 | $65.01 | $68.26 | $71.68 |
| CW5 | Special Class Trades, Special Class Dogman (as defined), Refractory Bricklayer, Carver | p/w | $2,030.62 | $2,132.15 | $2,238.75 | $2,350.69 | $2,468.23 |
| | | p/h | $56.41 | $59.23 | $62.19 | $65.30 | $68.56 |
| CW4 | Signwriter | p/w | $1,972.03 | $2,070.63 | $2,174.16 | $2,282.87 | $2,397.01 |
| | | p/h | $54.78 | $57.52 | $60.39 | $63.41 | $66.58 |
| CW4 | Marker Setter Out, Letter Cutter, WHSO, Union delegate | p/w | $2,040.44 | $2,142.47 | $2,249.59 | $2,362.07 | $2,480.17 |
| | | p/h | $56.68 | $59.51 | $62.49 | $65.61 | $68.89 |
| CW4 | Mobile Concrete Boom Pump Operator | p/w | $1,941.03 | $2,038.08 | $2,139.99 | $2,246.98 | $2,359.33 |
| | | p/h | $53.92 | $56.61 | $59.44 | $62.42 | $65.54 |
| CW3 | Carpenters/Joiners, Stonemason, Window Fixer, Other Qualified Tradesperson* | p/w | $1,948.21 | $2,045.62 | $2,147.90 | $2,255.30 | $2,368.06 |
| | | p/h | $54.12 | $56.82 | $59.66 | $62.65 | $65.78 |
| CW3 | Floor layers, Plasterers, Tilers, Tuck-pointers | p/w | $1,933.85 | $2,030.54 | $2,132.07 | $2,238.67 | $2,350.60 |
| | | p/h | $53.72 | $56.40 | $59.22 | $62.19 | $65.29 |
| CW3 | Bricklayers, Water-proofers | p/w | $1,922.13 | $2,018.24 | $2,119.15 | $2,225.11 | $2,336.36 |
| | | p/h | $53.39 | $56.06 | $58.87 | $61.81 | $64.90 |
| CW3 | Slater, Ridge or Roof Fixer, Roof Tiler | p/w | $1,904.36 | $1,999.58 | $2,099.56 | $2,204.54 | $2,314.77 |
| | | p/h | $52.90 | $55.54 | $58.32 | $61.24 | $64.30 |
| CW3 | Painters, Glaziers, Installers | p/w | $1,879.79 | $1,973.78 | $2,072.47 | $2,176.10 | $2,284.90 |
| | | p/h | $52.22 | $54.83 | $57.57 | $60.45 | $63.47 |
| CW3 | Rigger, Dogman, Employees with AQF 3 certificates (even if Employee job mentioned in lower classification), Mobile Concrete Line Pump Operators, Concrete Cutter (+ 6 months experience) | p/w | $1,848.80 | $1,941.24 | $2,038.30 | $2,140.21 | $2,247.23 |
| | | p/h | $51.36 | $53.92 | $56.62 | $59.45 | $62.42 |
| CW2 | Scaffolder, Powder Monkey, Hoist & Winch Driver, Foundation Shaftsman, Steelfixer (including Tack Welder), Concrete Finisher, Traffic Controller, Gatemen / Security Guard, Pump Line Hand, Post Tensioning, Caulkers/Joint Sealers | p/w | $1,774.71 | $1,863.45 | $1,956.62 | $2,054.45 | $2,157.17 |
| | | p/h | $49.30 | $51.76 | $54.35 | $57.07 | $59.92 |
| CW1 | Skilled Labourer, Formwork Labourer, Truck Delivery Driver and Others | p/w | $1,708.18 | $1,793.59 | $1,883.27 | $1,977.43 | $2,076.31 |
| | | p/h | $47.45 | $49.82 | $52.31 | $54.93 | $57.68 |

| APPRENTICE RATES OF PAY (4 Year) | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Stage** | **Occupations** | **From** | **1/07/2023** | **1/07/2024** | **1/07/2025** | **1/07/2026** | **1/07/2027** |
| 4 | Apprenticeship (90% of CW3) | p/w | $1,663.96 | $1,747.15 | $1,834.51 | $1,926.24 | $2,022.55 |
| | | p/h | $46.22 | $48.53 | $50.96 | $53.51 | $56.18 |
| 3 | Apprenticeship (75% of CW3) | p/w | $1,386.72 | $1,456.20 | $1,528.92 | $1,605.60 | $1,685.88 |
| | | p/h | $38.52 | $40.45 | $42.47 | $44.60 | $46.83 |
| 2 | Apprenticeship (60% of CW3) | p/w | $1,109.16 | $1,164.60 | $1,222.56 | $1,283.76 | $1,348.20 |
| | | p/h | $30.81 | $32.35 | $33.96 | $35.66 | $37.45 |
| 1 | Apprenticeship (50% of CW3) | p/w | $924.21 | $970.42 | $1,018.94 | $1,069.89 | $1,123.38 |
| | | p/h | $25.67 | $26.96 | $28.30 | $29.72 | $31.21 |

| APPRENTICE RATES OF PAY (3 year) | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Stage** | **Occupations** | **From** | **1/07/2023** | **1/07/2024** | **1/07/2025** | **1/07/2026** | **1/07/2027** |
| 3 | Apprenticeship (90% of CW3) | p/w | $1,663.96 | $1,747.15 | $1,834.51 | $1,926.24 | $2,022.55 |
| | | p/h | $46.22 | $48.53 | $50.96 | $53.51 | $56.18 |
| 2 | Apprenticeship (70% of CW3) | p/w | $1,293.89 | $1,358.59 | $1,426.52 | $1,497.84 | $1,572.74 |
| | | p/h | $35.94 | $37.74 | $39.63 | $41.61 | $43.69 |
| 1 | Apprenticeship (50% of CW3) | p/w | $924.21 | $970.42 | $1,018.94 | $1,069.89 | $1,123.38 |
| | | p/h | $25.67 | $26.96 | $28.30 | $29.72 | $31.21 |

**TRAINEE WAGES**

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

| **Stage** | **Occupations** | **From** | **1/07/2023** | **1/07/2024** | **1/07/2025** | **1/07/2026** | **1/07/2027** |
|---|---|---|---|---|---|---|---|
| 5 | Traineeship (100% of CW3) | p/w | $1,848.80 | $1,941.24 | $2,038.30 | $2,140.21 | $2,247.23 |
| | | p/h | $51.36 | $53.92 | $56.62 | $59.45 | $62.42 |
| 4 | Traineeship (CW2 - 96% of CW3) | p/w | $1,774.71 | $1,863.45 | $1,956.62 | $2,054.45 | $2,157.17 |
| | | p/h | $49.30 | $51.76 | $54.35 | $57.07 | $59.92 |
| 3 | Traineeship (CW1 - 92.4% of CW3) | p/w | $1,708.18 | $1,793.59 | $1,883.27 | $1,977.43 | $2,076.31 |
| | | p/h | $47.45 | $49.82 | $52.31 | $54.93 | $57.68 |
| 2 | Traineeship (CW1(b) - 88% of CW3) | p/w | $1,626.91 | $1,708.26 | $1,793.67 | $1,883.35 | $1,977.52 |
| | | p/h | $45.19 | $47.45 | $49.82 | $52.32 | $54.93 |
| 1 | Traineeship (New Entrant - 82% of CW3) | p/w | $1,515.78 | $1,591.57 | $1,671.15 | $1,754.70 | $1,842.44 |
| | | p/h | $42.11 | $44.21 | $46.42 | $48.74 | $51.18 |

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

| EARTHMOVERS CLASSIFICATIONS – RATES OF PAY | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Level** | **Occupations** | **From** | **1/07/2023** | **1/07/2024** | **1/07/2025** | **1/07/2026** | **1/07/2027** |
| CW3 | Bobcat, Pile Driver | p/w | $1,814.59 | $1,905.32 | $2,000.58 | $2,100.61 | $2,205.64 |
| | | p/h | $50.40 | $52.92 | $55.57 | $58.34 | $61.26 |
| CW4 | Backhoe, Drott, Vibrating Roller, Front Mini Excavator | p/w | $1,873.35 | $1,967.01 | $2,065.37 | $2,168.63 | $2,277.06 |
| | | p/h | $52.03 | $54.63 | $57.36 | $60.23 | $63.24 |
| CW5 | Bulldozer, Scraper Excavator, Grader, Front end loader over 2.25mtrs | p/w | $1,952.96 | $2,050.61 | $2,153.14 | $2,260.79 | $2,373.83 |
| | | p/h | $54.23 | $56.94 | $59.79 | $62.78 | $65.92 |
| CW6 | Final Trim Grader | p/w | $2,026.26 | $2,127.57 | $2,233.95 | $2,345.65 | $2,462.93 |
| | | p/h | $56.27 | $59.08 | $62.04 | $65.14 | $68.40 |

| MOBILE HYDRAULIC PLATFORMS CLASSIFICATIONS - RATES OF PAY | | | | | | |
|---|---|---|---|---|---|---|
| **MOBILE HYDRAULIC PLATFORMS** | | | | | | |
| **Occupations** | **From** | **1/07/2023** | **1/07/2024** | **1/07/2025** | **1/07/2026** | **1/07/2027** |
| Trainee (as defined) | p/w | $1,795.02 | $1,884.77 | $1,979.01 | $2,077.96 | $2,181.85 |
| | p/h | $49.86 | $52.36 | $54.98 | $57.72 | $60.61 |
| Boom length up to and including 11 metres (including trainees) | p/w | $1,803.85 | $1,894.04 | $1,988.74 | $2,088.18 | $2,192.59 |
| | p/h | $50.11 | $52.61 | $55.24 | $58.00 | $60.90 |
| Boom length over 11 metres and up to 17 metres | p/w | $1,885.99 | $1,980.29 | $2,079.30 | $2,183.27 | $2,292.43 |
| | p/h | $52.40 | $55.01 | $57.77 | $60.65 | $63.69 |
| Boom length over 17 metres and up to 23 metres | p/w | $1,939.70 | $2,036.68 | $2,138.52 | $2,245.44 | $2,357.71 |
| | p/h | $53.89 | $56.58 | $59.41 | $62.38 | $65.50 |
| Boom length over 23 metres and up to 28 metres | p/w | $2,002.88 | $2,103.02 | $2,208.17 | $2,318.58 | $2,434.51 |
| | p/h | $55.63 | $58.41 | $61.33 | $64.40 | $67.62 |
| Unit equipped with underbridge unit | p/w | $2,002.88 | $2,103.02 | $2,208.17 | $2,318.58 | $2,434.51 |
| | p/h | $55.63 | $58.41 | $61.33 | $64.40 | $67.62 |

| MOBILE CRANE CLASSIFICATIONS - RATES OF PAY | | | | | | | |
|---|---|---|---|---|---|---|---|
| MOBILE CRANES | | | | | | | |
| Level | Occupations | | 1/07/2023 | 1/07/2024 | 1/07/2025 | 1/07/2026 | 1/07/2027 |
| MC1 | Rigger, Dogman, Truck Driver | p/w | $1,945.57 | $2,042.84 | $2,144.99 | $2,252.24 | $2,364.85 |
| | | p/h | $54.04 | $56.75 | $59.58 | $62.56 | $65.69 |
| MC2 | Up to 20 tonnes | p/w | $1,985.63 | $2,084.92 | $2,189.16 | $2,298.62 | $2,413.55 |
| | | p/h | $55.16 | $57.91 | $60.81 | $63.85 | $67.04 |
| MC3 | Over 20 tonnes and up to 60 tonne | p/w | $2,040.07 | $2,142.07 | $2,249.17 | $2,361.63 | $2,479.71 |
| | | p/h | $56.67 | $59.50 | $62.48 | $65.60 | $68.88 |
| MC4 | Over 60 tonnes and up to 100 tonnes, Dogman/Rigger with class HC Licence | p/w | $2,094.12 | $2,198.83 | $2,308.77 | $2,424.21 | $2,545.42 |
| | | p/h | $58.17 | $61.08 | $64.13 | $67.34 | $70.71 |
| MC5 | Over 100 tonnes and up to 200 tonnes, Intermediate Rigger, Trades Person | p/w | $2,143.64 | $2,250.82 | $2,363.36 | $2,481.53 | $2,605.61 |
| | | p/h | $59.55 | $62.52 | $65.65 | $68.93 | $72.38 |
| MC6 | Over 200 tonnes and up to 300 tonnes | p/w | $2,239.27 | $2,351.24 | $2,468.80 | $2,592.24 | $2,721.85 |
| | | p/h | $62.20 | $65.31 | $68.58 | $72.01 | $75.61 |
| MC7 | Over 300 tonnes and up to 400 tonnes | p/w | $2,280.10 | $2,394.10 | $2,513.81 | $2,639.50 | $2,771.47 |
| | | p/h | $63.34 | $66.50 | $69.83 | $73.32 | $76.99 |
| MC8 | Over 400 tonnes and up to 500 tonnes | p/w | $2,333.77 | $2,450.46 | $2,572.98 | $2,701.63 | $2,836.71 |
| | | p/h | $64.83 | $68.07 | $71.47 | $75.05 | $78.80 |
| MC9 | Over 500 tonnes and up to 600 tonnes | p/w | $2,397.65 | $2,517.54 | $2,643.41 | $2,775.58 | $2,914.36 |
| | | p/h | $66.60 | $69.93 | $73.43 | $77.10 | $80.95 |
| MC10 | Over 600 tonnes and up to 700 tonnes | p/w | $2,453.98 | $2,576.67 | $2,705.51 | $2,840.78 | $2,982.82 |
| | | p/h | $68.17 | $71.57 | $75.15 | $78.91 | $82.86 |
| MC11 | 700 tonnes (+$1.59 for every 100 tonnes above 700 tonnes) | p/w | $2,514.46 | $2,640.18 | $2,772.19 | $2,910.80 | $3,056.34 |
| | | p/h | $69.85 | $73.34 | $77.01 | $80.86 | $84.90 |

a) Where a Rigger/Dogman is assigned to a crane with a Crane Drive being paid at MC6 or MC7 the Rigger/Dogman will be paid at the hourly rate of classifications MC5.

b) Where a Rigger/Dogman is assigned to a crane with a Crane Driver being paid at classification MC8 or above, the Rigger/Dogman will be paid at the hourly rate of the classification two levels below the Crane Driver to a maximum of MC7.

| PILING CLASSIFICATIONS - RATES OF PAY | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Level** | **Occupations** | **From** | **1/07/2023** | **1/07/2024** | **1/07/2025** | **1/07/2026** | **1/07/2027** |
| CW7 | Senior Supervisor | p/w | $2,162.38 | $2,270.50 | $2,384.02 | $2,503.23 | $2,628.39 |
| | | p/h | $60.06 | $63.06 | $66.22 | $69.53 | $73.00 |
| CW6 | Working Supervisor | p/w | $2,072.37 | $2,175.99 | $2,284.79 | $2,399.03 | $2,518.98 |
| | | p/h | $57.56 | $60.44 | $63.46 | $66.63 | $69.97 |
| CW5 | Junior Supervisor | p/w | $1,982.22 | $2,081.33 | $2,185.40 | $2,294.67 | $2,409.40 |
| | | p/h | $55.06 | $57.82 | $60.71 | $63.74 | $66.93 |
| CW4 | Senior Foundation Operator (SFO) | p/w | $1,904.25 | $1,999.46 | $2,099.43 | $2,204.41 | $2,314.63 |
| | | p/h | $52.89 | $55.53 | $58.31 | $61.23 | $64.29 |
| CW3 | Foundation Operator (FO) | p/w | $1,848.97 | $1,941.41 | $2,038.49 | $2,140.41 | $2,247.43 |
| | | p/h | $51.37 | $53.93 | $56.63 | $59.46 | $62.44 |
| CW3 | Foundation Labourer - Skilled (FSL) | p/w | $1,848.97 | $1,941.41 | $2,038.49 | $2,140.41 | $2,247.43 |
| | | p/h | $51.37 | $53.93 | $56.63 | $59.46 | $62.44 |
| CW2 | Foundation Labourer 2 (FL2) | p/w | $1,774.93 | $1,863.68 | $1,956.86 | $2,054.70 | $2,157.44 |
| | | p/h | $49.31 | $51.77 | $54.36 | $57.08 | $59.93 |
| CW1 | Foundation Labourer 1 (FL1) | p/w | $1,708.50 | $1,793.92 | $1,883.62 | $1,977.80 | $2,076.69 |
| | | p/h | $47.45 | $49.82 | $52.31 | $54.93 | $57.68 |

## APPENDIX 2 -ALLOWANCES

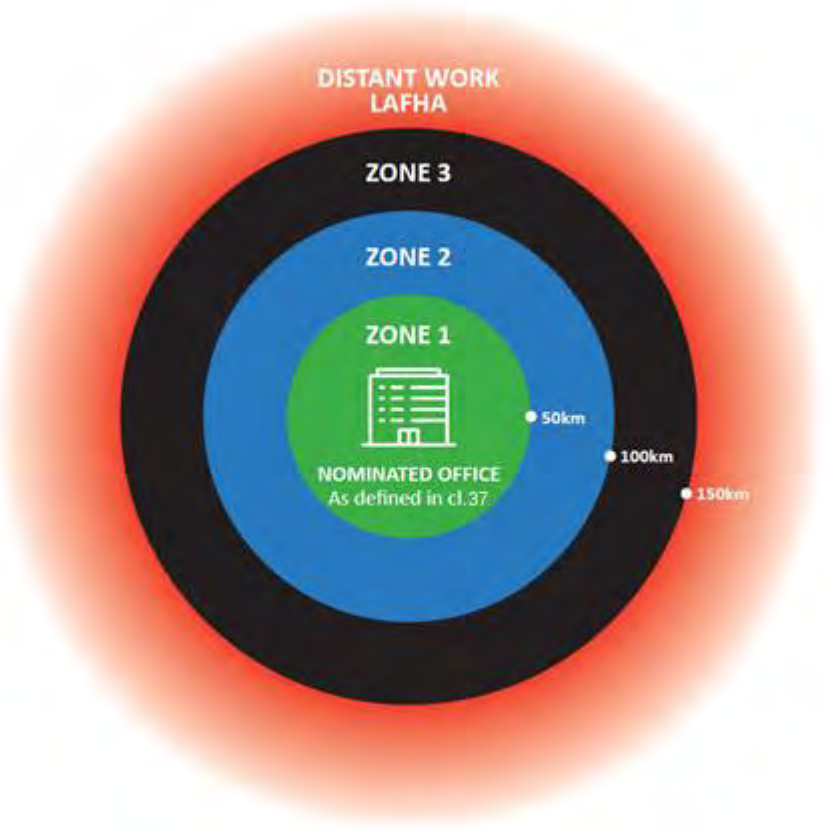
| ALLOWANCE TITLE | From Commencement | From 1/07/2023 | From 1/07/2024 | From 1/07/2025 | From 1/07/2026 | From 1/07/2027 |
|---|---|---|---|---|---|---|
| Acid work | $2.59 | $2.72 | $2.86 | $3.00 | $3.15 | $3.31 |
| Asbestos | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Asbestos eradication | $3.18 | $3.34 | $3.51 | $3.68 | $3.87 | $4.06 |
| Bagging | $0.90 | $0.95 | $0.99 | $1.04 | $1.09 | $1.15 |
| Bitumen | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| laying or lifting other than standard bricks Over 5kg but under 9kg | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Over 9kg but under 18kg | $1.77 | $1.86 | $1.95 | $2.05 | $2.15 | $2.26 |
| 18kg and over | $2.47 | $2.59 | $2.72 | $2.86 | $3.00 | $3.15 |
| Certificate allowance | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Cleaning down brickwork | $0.91 | $0.96 | $1.00 | $1.05 | $1.11 | $1.16 |
| Cold work | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Computing quantities | $7.08 | $7.43 | $7.81 | $8.20 | $8.61 | $9.04 |
| Confined spaces | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Cutting tiles | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Delegate Allowance | $2.39 | $2.51 | $2.63 | $2.77 | $2.91 | $3.06 |
| Dirty work | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Dry polishing of tiles | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Explosive power tools | $2.32 | $2.44 | $2.56 | $2.69 | $2.82 | $2.96 |
| First-aid attendant (minimum qualification) per day | $4.15 | $4.36 | $4.58 | $4.80 | $5.04 | $5.30 |
| Higher first aid cert. (per day) | $6.55 | $6.88 | $7.22 | $7.58 | $7.96 | $8.36 |
| Furnace work | $2.57 | $2.70 | $2.83 | $2.98 | $3.12 | $3.28 |
| Higher work- Painting trades | $0.91 | $0.96 | $1.00 | $1.05 | $1.11 | $1.16 |
| Hot work between 46-54 Degrees Celsius | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Health and Safety Representative Allowance | $2.39 | $2.51 | $2.63 | $2.77 | $2.91 | $3.06 |
| Exceeding 54 degrees | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Insulation | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Laser user and allowance (per day) | $4.06 | $4.26 | $4.48 | $4.70 | $4.93 | $5.18 |
| Living away from home allowance (per day) | $83.03 | $87.18 | $91.54 | $96.12 | $100.92 | $105.97 |
| Return trip transport Employee/tools (per return trip) | $33.06 | $34.71 | $36.45 | $38.27 | $40.18 | $42.19 |
| Leading hand not more than 1 | $0.76 | $0.80 | $0.84 | $0.88 | $0.92 | $0.97 |
| Leading hand 2 and not more than 5 | $1.65 | $1.73 | $1.82 | $1.91 | $2.01 | $2.11 |
| Leading hand 6 and not more than 10 | $2.10 | $2.21 | $2.32 | $2.43 | $2.55 | $2.68 |
| Leading hand more than 10 | $2.79 | $2.93 | $3.08 | $3.23 | $3.39 | $3.56 |
| Meal allowance (per instance) | $20.34 | $21.36 | $22.42 | $23.55 | $24.72 | $25.96 |
| Multi-storey (Height): commencement to 15th floor | $1.38 | $1.45 | $1.52 | $1.60 | $1.68 | $1.76 |

| ALLOWANCE TITLE | From Commencement | From 1/07/2023 | From 1/07/2024 | From 1/07/2025 | From 1/07/2026 | From 1/07/2027 |
|---|---|---|---|---|---|---|
| Multi-storey (Height): 16th to 30th | $1.64 | $1.72 | $1.81 | $1.90 | $1.99 | $2.09 |
| Multi-storey (Height): 31st to 45th | $2.55 | $2.68 | $2.81 | $2.95 | $3.10 | $3.25 |
| Multi-storey (Height): 46th to 60th | $3.30 | $3.47 | $3.64 | $3.82 | $4.01 | $4.21 |
| Multi-storey (Height): 61st and onwards | $4.03 | $4.23 | $4.44 | $4.67 | $4.90 | $5.14 |
| Plaster or composition spray | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Power Tools | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Roof repairs | $0.90 | $0.95 | $0.99 | $1.04 | $1.09 | $1.15 |
| Roof repairs over 15 metres eaves pitch over 35 degrees | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Roof repairs over 15 metres eaves pitch over 40 degrees | $1.76 | $1.85 | $1.94 | $2.04 | $2.14 | $2.25 |
| Second hand timber (per day) | $3.84 | $4.03 | $4.23 | $4.45 | $4.67 | $4.90 |
| Slushing | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Spray application- Painters | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Swing scaffold (including Bosuns Chair) first 4 hours 0-15 storeys | $7.08 | $7.43 | $7.81 | $8.20 | $8.61 | $9.04 |
| Swing scaffold (including Bosuns Chair) after 4 hours 0-15 storeys | $1.48 | $1.55 | $1.63 | $1.71 | $1.80 | $1.89 |
| Swing scaffold (including Bosuns Chair) first 4 hours 16-30 storeys | $9.11 | $9.57 | $10.04 | $10.55 | $11.07 | $11.63 |
| Swing scaffold (including Bosuns Chair) after 4 hours 16-30 storeys | $1.92 | $2.02 | $2.12 | $2.22 | $2.33 | $2.45 |
| Swing scaffold (including Bosuns Chair) first 4 hours 31-45 storeys | $10.78 | $11.32 | $11.88 | $12.48 | $13.10 | $13.76 |
| Swing scaffold (including Bosuns Chair) after 4 hours 31-45 storeys | $2.27 | $2.38 | $2.50 | $2.63 | $2.76 | $2.90 |
| Swing scaffold (including Bosuns Chair) first 4 hours 46-60 storeys | $17.66 | $18.54 | $19.47 | $20.44 | $21.47 | $22.54 |
| Swing scaffold (including Bosuns Chair) after 4 hours 46-60 storeys | $3.71 | $3.90 | $4.09 | $4.29 | $4.51 | $4.74 |
| Swing scaffold (including Bosuns Chair) first 4 hours greater than 60 storeys | $22.52 | $23.65 | $24.83 | $26.07 | $27.37 | $28.74 |
| Swing scaffold (including Bosuns Chair) after 4 hours greater than 60 storeys | $4.73 | $4.97 | $5.21 | $5.48 | $5.75 | $6.04 |
| Tool Allowance: Artificial stoneworker, Stonemason, Carpenter and/or Joiner, Carver, Letter cutter, Marble and Slate Employee, Marker and Setter Out, Plumber, Special Class Tradesperson | $2.45 | $2.57 | $2.70 | $2.84 | $2.98 | $3.13 |
| Tool Allowance: Caster, Fixer, Floor layer specialist, Plasterer, Tiler | $2.10 | $2.21 | $2.32 | $2.43 | $2.55 | $2.68 |
| Tool Allowance: Bricklayer, Waterproofer | $1.83 | $1.92 | $2.02 | $2.12 | $2.22 | $2.34 |
| Tool Allowance: Roof Tilers, Slate Ridge, or Roof Fixer | $1.40 | $1.47 | $1.54 | $1.62 | $1.70 | $1.79 |
| Tool Allowance: Scaffolder, Rigger, Steelfixer, Concreter | $0.90 | $0.95 | $0.99 | $1.04 | $1.09 | $1.15 |

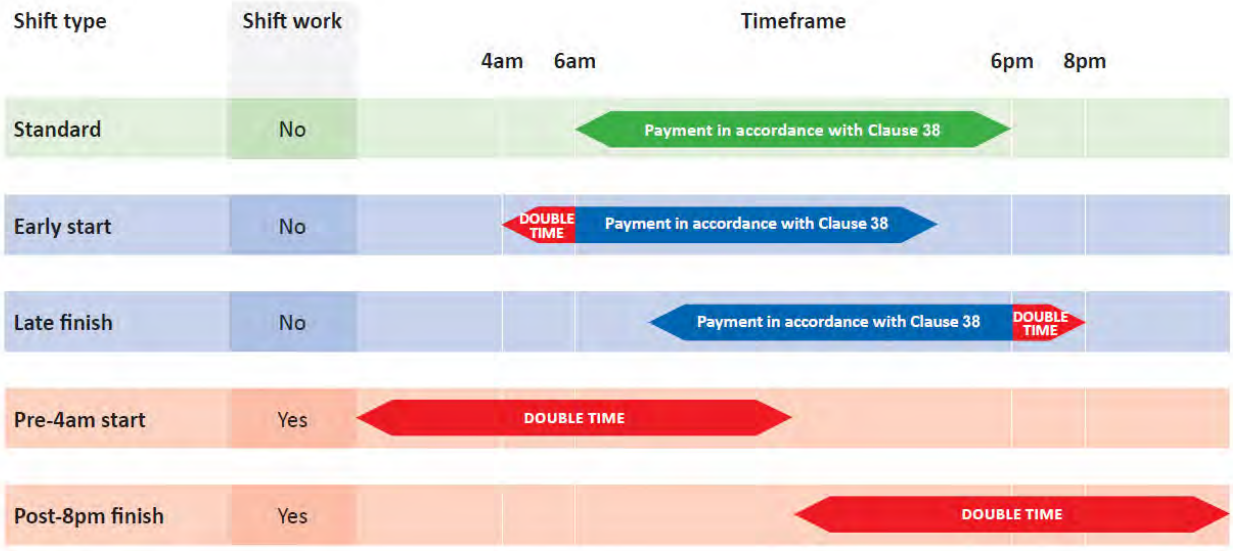
| ALLOWANCE TITLE | From Commencement | From 1/07/2023 | From 1/07/2024 | From 1/07/2025 | From 1/07/2026 | From 1/07/2027 |
|---|---|---|---|---|---|---|
| Tool Allowance: Painter, Glazier, Licensed Drainer, Signwriter | $0.80 | $0.84 | $0.88 | $0.93 | $0.97 | $1.02 |
| Towers allowance | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Toxic substances working in close proximity | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 | $1.58 |
| Toxic substances (working with) | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Underground allowance (per week) | $21.02 | $22.07 | $23.17 | $24.33 | $25.55 | $26.83 |
| Underground allowance (per day or shift or part thereof) | $4.23 | $4.44 | $4.66 | $4.90 | $5.14 | $5.40 |
| Wet concrete or campo | $0.90 | $0.95 | $0.99 | $1.04 | $1.09 | $1.15 |
| Wet work | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 | $1.26 |
| Transfers during working hours (per Km) | $1.44 | $1.51 | $1.59 | $1.67 | $1.75 | $1.84 |

*Please note all allowances are listed by hourly rate unless noted otherwise.

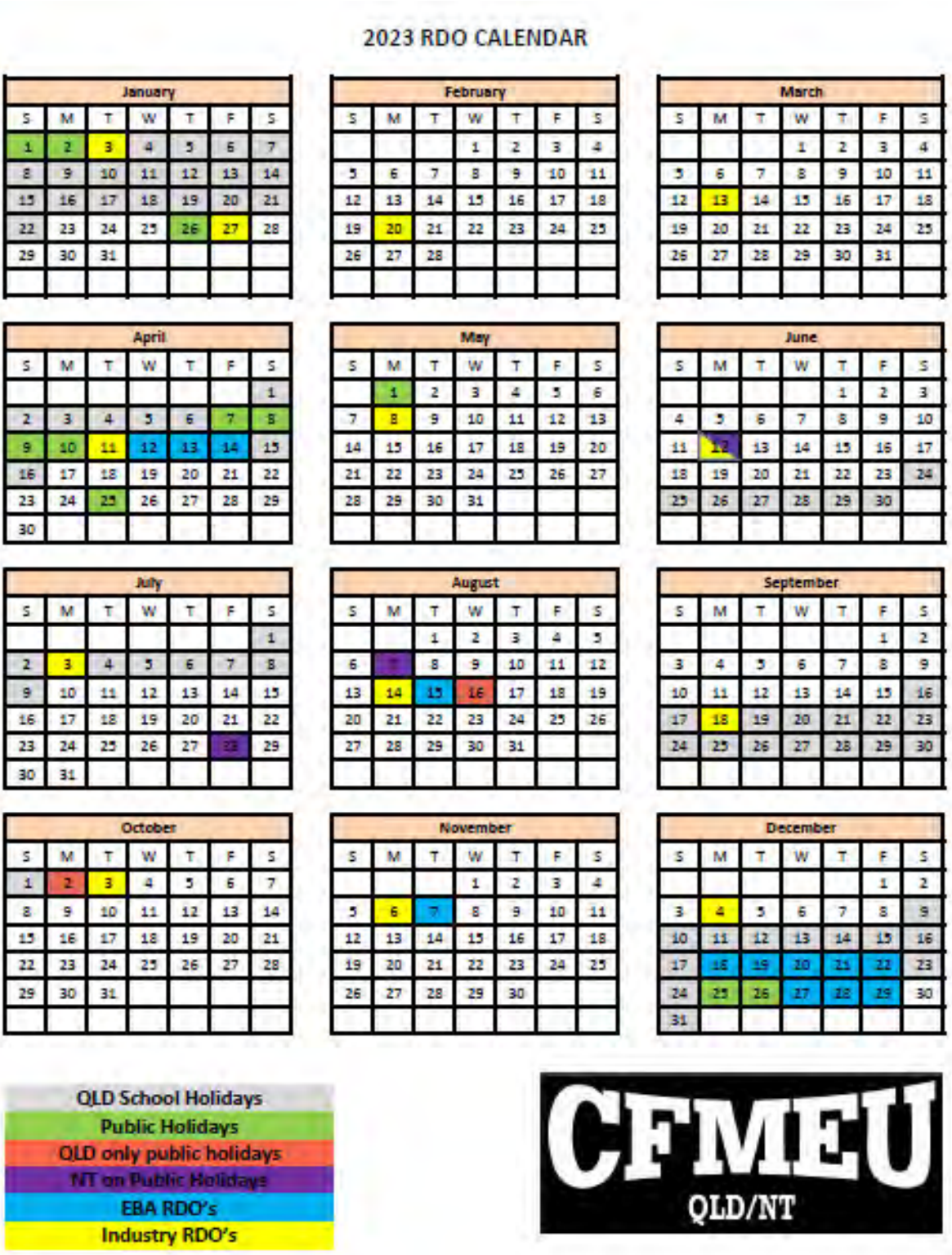
## TRAVEL ALLOWANCE EXPLANATORY DIAGRAM



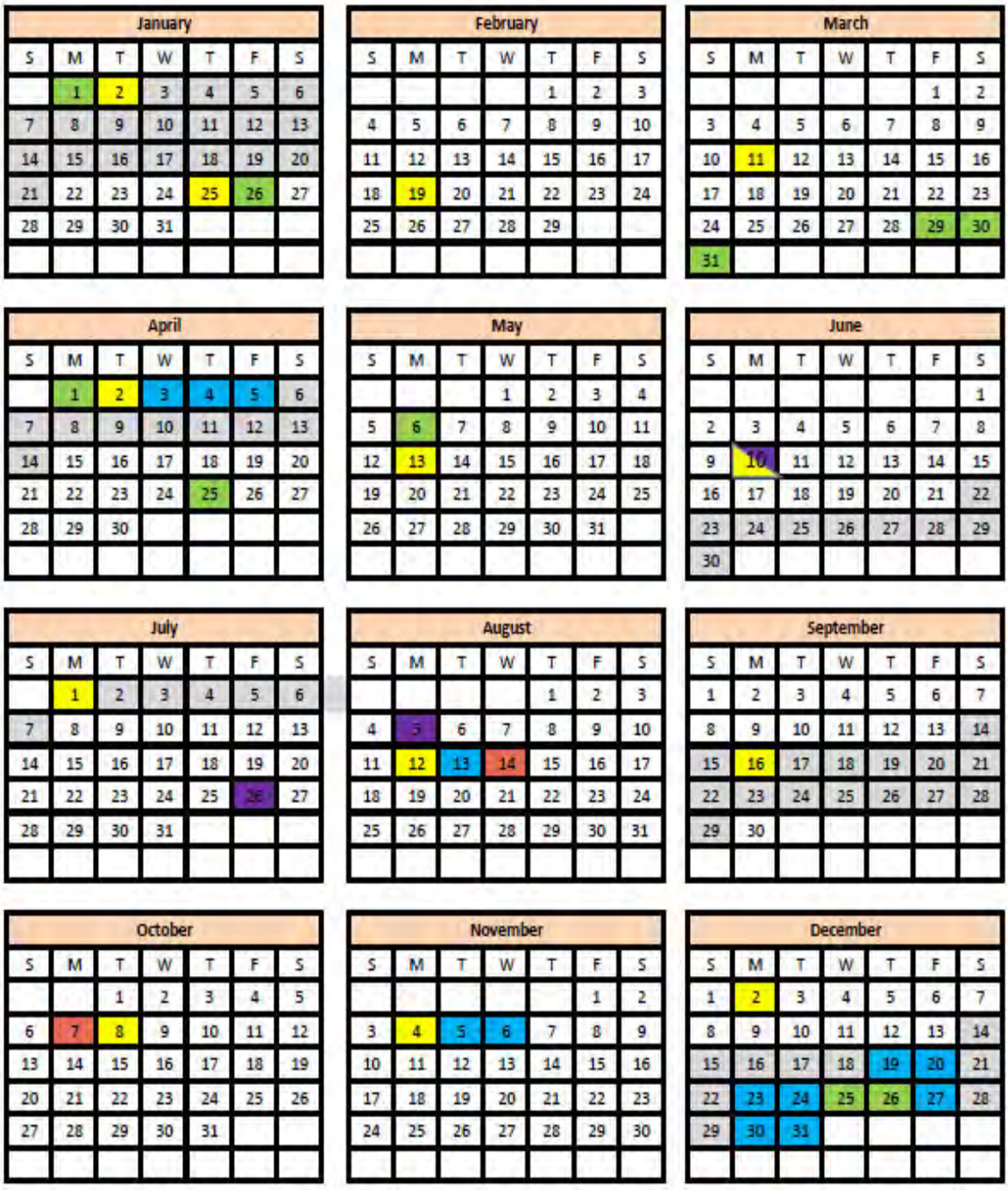
# HOURS OF WORK EXPLANATORY DIAGRAM



## APPENDIX 3 – RDO CALENDARS



# 2024 RDO CALENDAR




QLD School Holidays
Public Holidays
QLD only public holidays
NT on Public Holidays
EBA RDO's
Industry RDO's

CFMEU
QLD/NT

## 2025 RDO CALENDAR

| January | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| February | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | |

| March | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| April | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

| May | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| June | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

| July | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| August | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| September | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

| October | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| November | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

| December | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

QLD School Holidays
Public Holidays
QLD only public holidays
NT on Public Holidays
EBA RDO's
Industry RDO's

CFMEU
QLD/NT

# APPENDIX 4 – IMPAIRMENT POLICY

## 1. PRINCIPLES

1.1. 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.

1.2. 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.

1.3. 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.

1.4. 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.

1.5. The policy and procedures adopt a peer based intervention approach based on fairness and equity for all employees.

## 2. SCOPE

2.1. This policy will apply to all employees (including managers and supervisors), contractors and labour hire staff. The policy applies to these groups at all times when they are engaged in company business, whether on or off site and when driving company vehicles.

## 3. STRUCTURE

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

3.1. Training & Awareness

(a) Extensive research has shown training and awareness of impairment related issues provides the most effective means of behavioral change and encourages better decision making. The two types of training in accordance with this policy to do this are:

(i) Workplace Impairment Training (WIT) - all workers onsite will do this training;

(ii) Preliminary Impairment Assessment (PIA) - HSRs, delegates and the PC's safety staff will undertake this training.

3.2. Testing

Testing for drugs and alcohol is used to support and measure the results of the education and awareness program.

3.3. Support Services

Rehabilitation, counselling and EAP's. Support is strictly non- punitive, and can be accessed at anytime (self-identification of the need for help is strongly encouraged).

## 4. OBJECTIVES

4.1. The objectives of this policy are as follows:

(a) To provide a safe and healthy working environment for all workers;

(b) To work collaboratively in the implementation and co-ordination of this policy with employees, employers and their elected representatives to achieve the objectives of this policy;

(c) To eliminate and control risks which may lead to impairment affecting health and safety in the workplace;

(d) To ensure that there is a mechanism for managing impairment at work that is transparent, objective and in accordance with the purpose of this policy;

(e) To ensure that all persons are provided with adequate information and education on the health and safety issues surrounding impairment, and on the operation of this policy;

(f) To ensure that employees have access to rehabilitation, support and counselling of their choice on a voluntary basis that is independent, professional and confidential, without jeopardising their employment;

(g) To ensure confidentiality of information concerning the application of this policy to a worker is maintained.

## 5. RESPONSIBILITIES

5.1. 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.

5.2. Employees shall:

(a) Co-operate reasonably with the employer in the implementation of this policy;

(b) If any employee reasonably believes that any person on the site may be a health and safety risk to themselves or others they should inform their employer and their relevant Preliminary Impairment Assessor (PIA) of this belief;

(c) Not possess, consume, or be under the influence of, alcohol or other drugs while working;

(d) Ensure that they do not work, if they believe that they may be impaired;

(e) Consult their doctor or pharmacist about possible side effects of using prescribed or over-the-counter medication;

(f) Inform their employer and their Preliminary Impairment Assessor (PIA) if they have been made aware by their treating doctor or pharmacist of possible impairment as a side effect of medication, or if they feel impaired by medication.

## 6. POLICY IMPLEMENTATION WILL INVOLVE THE FOLLOWING STEPS.

6.1. PC/Employer and Union shall agree on a policy start date.

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

6.3. Provision of on-going Workplace Impairment Training (WIT) and Preliminary Impairment Assessors training (PIA).

6.4. Ongoing promotion of this policy

6.5. 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.

6.6. 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.

6.7. Any employee who is assessed as being impaired shall be advised to contact the rehabilitation/treatment provider.

6.8. 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.

6.9. With the endorsement/acceptance of the Impairment Policy the Principle Contractor (PC) will undertake to not pass the implementation and cost of drug and alcohol testing to its subcontractors.

6.10. It will also ensure compliance with this policy as follows:

(a) Subcontractors will be contractually required to comply with this procedure as a condition of contract/EBA;

(b) All direct employees of the PC as a condition of their employment must agree to adhere to the terms and conditions of the impairment policy.

6.11. Notwithstanding anything else contained in the policy, the costs of all testing contained within this policy shall be borne by the PC unless otherwise specified in this document.

## 7. DEFINITION OF A WORKER

7.1. Anyone who carries out work for a Person Conducting a Business or Undertaking, such as:

(a) an employee (either salaried or wages);

(b) a contractor or subcontractor;

(c) an employee of a contractor or subcontractor;

(d) an employee of a labour hire company;

(e) an apprentice or trainee;

(f) a student gaining work experience;

(g) an outworker;

(h) a volunteer;

(i) a visitor to a workplace.

## 8. TRAINING

8.1. The training provider shall be the Workplace Impairment Officer or other agreed provider between the Union and the PC/employer. Impairment awareness training sessions will be delivered to all workers (including principle contractor workers), sub-contractors and labour hire workers at least once every two years.

8.2. 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.

8.3. 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.

8.4. 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;

8.5. All training must be delivered Face to Face (F2F).

8.6. Workplace Impairment Training (WIT)

(a) WIT course must be a minimum of (2) hours in length and must cover the following topics:

(i) Australian Workplace Health and Safety construction statistics;

(ii) Overview of the Workplace Health and Safety Act, state specific;

(iii) Mental Health - discussing at length stress, anxiety and depression;

(iv) Fatigue - overview of causes and coping mechanisms;

(v) Illness and Injury - management of illness and injury, legal requirements and rehabilitation process;

(vi) Chemicals, Heat, Cold, and Noise and their abilities to cause impairment at work;

(vii) Legal/Illegal Drugs and Alcohol - statistics on current usage, potential negative consequences to the workplace, workplace deaths and accidents associated with drug and alcohol use;

(viii) Harm related to drug and alcohol use;

(ix) Understanding what is a standard drink and how long this will stay in your system;

(x) Detection rates for illegal drugs;

(xi) Administering self-alcohol and drug tests;

(xii) Information about EAP and the services they offer.

8.7. Preliminary Impairment Assessor (PIA)

(a) PIA training must be a minimum of (4) hours in length and must cover the following topics:

(i) Understanding the signs of impairment;

(ii) Conflict resolution;

(iii) Skills to conduct an impairment Assessment;

(iv) Overview of what a PIA is;

(v) What are possible impairment factors;

(vi) Causes and symptoms of impairment;

(vii) Investigative skills.

(a) Training is not to be conducted in a lunchroom, unless there are multiple lunchrooms on site and:

(i) the training session will not interfere with workers wanting to use the room for smoko or lunch; or

(ii) the training session will not be interfered with by workers wanting to use the room in general.

8.8. No worker can be tested for drugs and/or alcohol unless they have been trained in this policy.

## 9. TESTING METHODS

9.1. 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.

9.2. Drug Testing Method

Drug testing may only be performed by oral fluid testing;

9.3. The equipment used to perform the test shall be used, tested and calibrated to the manufacturer's instructions and certified to AS 4760 (Process for specimen collection and the detection and quantitation of drug in oral fluid);

(a) The drug testing shall be conducted by an accredited person, following all of the chain of custody provisions;

(b) The test must be performed in accordance with AS 4760 (Procedures for specimen collection and the detection and quantitation of drugs in oral fluid).

9.4. As part of this policy with regards to Drug and Alcohol testing the following substances must be tested for:

(a) Alcohol;

(b) Opiates;

(c) THC;

(d) Cocaine;

(e) Benzodiazepines;

(f) Amphetamine; and

(g) Methamphetamine

## 10. TESTING PROVIDER

10.1. Must be NATA Accredited.

10.2. Must have accreditation AS4760:2006 Procedures for specimen collection and the detection and quantitation of drug abuse in oral fluid.

10.3. Must be agreed upon by the PC/Employer and the Union.

10.4. 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.

10.5. Before the Authorised Testing Agent is engaged to be the sample collector for the principle contractor all relevant stakeholders must be engaged to make sure there is no conflict of interest and that they are totally independent. If a conflict of interest exists, or should arise, the Authorised Testing Agent must report it immediately.

## 11. ROOM REQUIREMENTS

11.1. 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.

11.2. The room selected for use must so far as reasonably practicable:

(a) Provide privacy for the Worker being tested including but not limited to:

(i) Have a closing door;

(ii) Not allow for casual visual observation of the testing process by other Workers external to the room e.g. through glass windows;

(iii) Not allow conversations to be casually overheard by other workers;

(b) Be clean and hygienic;

(c) Be free from interruption whilst testing is being undertaken;

(d) Include discrete entry and exit.

## 12. TESTING REQUIREMENTS -

12.1. Workplaces -

12.2. 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.

12.3. Alcohol - on the day of testing all workers onsite shall be required to submit a breath sample i.e. blanket testing.

12.4. Drugs -As a minimum, frequent periodic testing (at least once per month where required by law, at intervals required by the client or by mutual agreement by the PC/employer and the Union) of the workforce (both construction Workers and site office Workers) will be as follows:

(a) where there are less than 30 Workers at a workplace – at least 10% of the workforce;

(b) where there are 30 to 100 Workers at a workplace – a minimum of 5 Workers; and

(c) where there are greater than 100 Workers at a workplace – a minimum of 10 Workers;

(d) The frequency of testing and the number of workers selected shall be increased in line with the escalation below where test results meet the criteria indicated:

| Number of Workers | Criteria | Action |
|---|---|---|
| Less than 30 workers at a workplace | Confirmed positive results in 2 consecutive tests at the same workplace | Testing of 20% of workforce |
| 30-100 workers at a workplace | Confirmed positive results for 3 or more workers in 2 consecutive testing rounds at the same workplace | Testing of 10 workers |
| Greater than 100 workers | Confirmed positive results for 6 or more workers in 2 consecutive testing rounds at the same workplace | Testing of 20 workers |

12.5. The increased testing requirements shall continue until no Confirmed Positive test results are recorded for 2 consecutive testing periods.

12.6. Other jobs

On jobsites/workplaces where there is no Commonwealth contribution testing frequency will be agreed upon by mutual consent by the PC/Employer and the Union. Testing requirements will remain the same for all jobsites.

## 13. PRESCRIBED MEDICATIONS

13.1. 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

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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

13.6. Where a Worker is excluded from the workplace as a result of a Non Negative Result Initial Test for Drugs and the confirmatory test is positive for a Pharmacy Only or Prescription Drug, the following factors would normally be considered in deciding when it is appropriate to allow a worker to return to the workplace and/or return to normal duties:

(a) Whether the worker declared the medication during the pre-test interview with the Designated Collector or Authorised Testing Agent;

(b) The level of the medication detected is consistent with therapeutic use;

(c) Written advice from the worker's doctor advising that the medication is required to treat a medical condition; and

(d) The medication will not affect the worker's ability to perform the inherent requirements of their job - i.e. they are fit for work.

## 14. SPECIAL CIRCUMSTANCES FOR PRESCRIPTION MEDICATION

14.1. 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.

14.2. If in the above circumstance a Non Negative Result Initial Test occurs, and provided that the Worker has:

(a) Declared their use of the Prescribed Drug/Pharmacy Only Drug in a letter less than 12 months old from a registered medical practitioner before the commencement of testing; and

(b) Declared their use of the Prescribed Drug/Pharmacy Only Drug to the Authorised Testing Agent or Designated Collector before the commencement of testing;

(c) Then the Non Negative Result Initial Test result shall be recorded at the workplace and a second sample of oral fluid shall be taken and sent for confirmatory testing. The worker shall be allowed to remain at work but must be precluded from high risk construction work activity until the result of the confirmatory test is known.

14.3. 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.

14.4. 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.

14.5. Where the Worker has not provided both declarations contained within this part then the Worker shall be excluded from the workplace until the results of the confirmatory test are known.

## 15. **TESTING RESULTS**

15.1. Alcohol

(a) A worker who returns a negative alcohol test will be allowed to return to work with no record of the test kept. A worker who returns a positive result for alcohol (above 0.00mg/ml) will be deemed not fit work and will not be permitted to return to work;

(b) When a worker tests positive to alcohol in their system the workers blood alcohol concentration (BAC) may be decreasing or it may be increasing. In the interests of safety the Workers will be directed to remain within the testing vicinity and they will be re-tested no sooner than 60 minutes after the original test;

(c) If the second test result is 0.000% the test will be regarded as negative and the Worker may return to normal duties. A Positive Result Confirmatory Test will not be recorded in these circumstances;

(d) If the later confirmatory test indicates a BAC of greater than 0.000% a Positive Result Confirmatory Test will be recorded;

(e) Alcohol testing shall be carried out by an Authorised Testing Agent agreed upon by the PC/Employer and the Union. The following steps shall be undertaken:

(i) Details of the identity of the Worker to be tested shall be recorded including the workplace name, work area and their employer will be listed on a drug and alcohol testing record form by the independent Authorised Testing Agent:

(ii) Workers with a BAC of greater than zero (greater than 0.000%) shall discontinue any work activities and shall be directed to undertake a second test sixty (60) minutes after the first test and the results recorded on a Drug and Alcohol Testing record Form by the independent Authorised Testing Agent:

(iii) Where the second test indicates a level greater than 0.00% BAC the Worker will be further excluded from work duties for the remainder of the shift;

(iv) Where a Worker is to be sent home using their own transport this shall only be permitted if the blood alcohol concentration test result is below that prescribed

by applicable road transport legislation and has been determined as not rising for that Worker.

(v) Note: If the Worker's blood alcohol concentration result is greater than or equal to 0.05% BAC, all reasonable assistance is to be afforded to ensure an affected Worker can make their way from the Workplace to a safe location without harm (e.g. taxi, lift from a friend or Supervisor).

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

(vii) Any Worker that is excluded from work duties for the remainder of a shift or sent home, must, before commencing work for their next shift undertake an alcohol breath test prior to commencing that shift. If the results are negative (0.00mg/ml) the Worker shall be allowed to commence work. If the Worker returns a positive test they will not be allowed to commence work, hence page 12 of this document, 15.1 Alcohol- d) will apply.

15.2. Drugs

(a) A worker who returns a negative test will be allowed to return to work. A worker who returns a non-negative test result from their initial test (equal to or above the relevant cut-off levels of the substances referred to in AS 4760) will be deemed not fit for work and will not be allowed to return to work. (Benzodiazepine level to be provided by the prescribed testing laboratory);

(b) Drug testing will be administered by the collection and analysis of an oral fluids specimen (saliva). Before conducting a drug test, the process used by the independent Authorised Testing Agent must be explained to the Worker providing the saliva sample;

(c) Collecting and testing of saliva specimens shall be carried out by an Authorised Testing Agent, agreed upon by the PC/Employer and the Union, and confirmatory testing is to be carried out by a NATA accredited laboratory;

(d) A Confirmatory Test will be required where a Non Negative Result Initial Test is recorded at the initial test. The handling of specimens taken for confirmatory testing is detailed in the process used by the Authorised Testing Agent and must be completed to Australian Standards;

(e) Any worker attending the workplace under the influence of drugs or alcohol will be prohibited from entry. A worker returning to the workplace following their exclusion for a Positive Result Confirmatory test will be required to submit to a drug and alcohol test prior to commencing work and receive a Negative Result Initial Test for Drugs or Alcohol prior to commencing work.

## 16. **FORMS OF TESTING**

16.1. Self-Testing

(a) The PC/Employer shall be required to provide sufficient self-testing facilities for alcohol and/or drugs for up to 10% of the workforce;

(b) Where self-test facilities are made available voluntary or self-testing for alcohol will be available for Workers prior to presenting for work. A wall mounted breathalyser (optional) will be located in an area that provides for discrete privacy for the worker, whilst completing the test so the test results cannot be inadvertently observed and disclosed to other parties;

(c) A Worker undertakes self-testing at his/her own accord; therefore, no test details are recorded. However, all Workers have obligations under the Work Health and Safety Act or equivalent occupational health and safety or occupational safety and health legislation in other States or Territories and must not wilfully place at risk their health and safety or the health and safety of other Workers or people at the workplace by commencing work if they believe they're impaired.

16.2. Random Shift Testing

(a) In terms of Random Shift Testing it is in 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.

16.3. For Cause Testing

(a) An employer/supervisor may only request an employee to undertake for cause testing if:

(i) The employee has been involved in an accident or incident, or had the potential to, cause:

(ii) serious and major damage to mobile plant or property; or

(iii) an injury to themselves or other individual(s);or

(iv) Participation in a relevant and specific industry focus area when the worker is undertaking High Risk Work as identified by the employer and consistent with OHS legislation. Workers will be selected for testing using a random selection process nominated by the employer following a consultation process in line with OHS legislation.

16.4. Post Incident Testing

(a) After the occurrence of a significant incident/event at a workplace, all Workers involved in the incident may be required to undergo an initial Drug and Alcohol test.

(b) Where a Worker(s) is to be tested following a significant incident/event they shall be supervised by an Employer Representative and Employee Representative continually from the time of the incident until they have completed all testing required.

(c) Post Incident Testing will be conducted as soon as practical after the incident/event and when it is safe to do so.

(d) An injured Worker who requires immediate medical attention may only be tested when it is appropriate and safe to do so. This will be determined by the Construction Manager, the HSR, Delegate and the relevant PIA in consultation with the attending medical practitioner. In such cases, where testing can be conducted while under medical care, a saliva testing process will be used.

16.5. Reasonable Concern Testing

(a) An employer may only request an employee to undertake reasonable concern testing if the following criteria are met:

(i) An observable phenomena occurs, which is:

a. the direct observation of the employee of use of, and/or the physical behavioural symptoms of being impaired by, alcohol; and/or

b. Unusual and/or inexplicable actions by the employee; or

(ii) There is evidence that the employee is involved in the use or possession of alcohol and/or other drugs while working; or

(iii) The employee has breached safety precautions or procedures.

16.6. Testing of Minors

(a) A letter of consent contained within the work experience and student placement procedure shall be signed by the parent or guardian of any worker who is a minor seeking to access a workplace where the Impairment Policy is in place, as a condition of entry to that workplace. Alternatively, an equivalent letter signed by the parent or guardian can be provided through the minor's employer/host employer.

(b) Where a minor is selected for testing and:

(i) A letter of consent is held, then the provisions of this procedure shall apply; or

(ii) Where a letter of consent is not held, every effort will be made to contact the minor's parents/guardians to get verbal consent to participate in the testing procedure. If consent is given then the normal testing procedures will apply, if contact cannot be made and/or consent is not given then the minor will be excluded from any high risk activities or potentially excluded from site until consent is given.

## 17. **REFUSAL TO TEST**

17.1. If a Worker refuses to participate in workplace Drug and Alcohol testing the following will apply:

(a) The Employer, will inform the Worker and the workers chosen representative, that the refusal will have the same consequences as a non-negative result, i.e. that the employee will be deemed to be unfit for work due to the presence of alcohol or drugs;

(b) If the worker still refuses, the Employer and the PIA, shall consult with the worker and the workers chosen representative, regarding the requirements, process and

consequences of refusing to test and encourage them to partake in the test. This would be the second request to be tested;

(c) If the worker still refuses, the refusal will be treated as a confirmed positive result, and will be subjected to the relevant consequences of such. All reasonable assistance is to be offered to ensure the employee can make their way from the workplace to a safe location without harm (i.e. taxi, lift from a friend or fellow worker). An agreed leave of absence arrangement is to apply for the duration of their absence.

## 18. DISCIPLINARY ACTION

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

18.2. 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.

18.3. 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.

18.4. 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.

18.5. A worker who fails to attend EAP sessions may be disciplined under this policy in accordance with principles of natural justice.

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

## 19. SUPPORT

19.1. The Principle Contractor (PC)/Employer will make available support to workers in respect of drug and alcohol issues. This will include:

(a) allowing access to any Union support programs; and

(b) provide an employer funded Employee Assistance Provider (EAP) to be available to workers.

19.2. The worker will be allowed to access a Union support program and/or EAP counselling during normal working hours and without loss of pay, or any form of employer retribution.

## 20. SELF- DECLARATION

20.1. 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.

20.2. The worker may be suspended from any work, with pay, with immediate effect in order for an assessment to be made of the duties they are able to perform safely and a drug and alcohol test is to be taken as soon as reasonably practicable.

## 21. PRIVACY

21.1. 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;

21.2. 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.

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

21.4. Protections from Worker Deoxyribonucleic Acid (DNA) misuse

21.5. Workers selected for testing shall have their personal DNA protected by:

(a) In the case of unintended collection of a Worker's DNA during the collection of an oral saliva sample for an initial test, by the worker being offered the used collection cartridge upon completion of the initial test.

(b) In the case of unintended collection of a Workers DNA during the collection of an oral saliva sample for testing at a NATA approved laboratory for an initial Non Negative Result Initial Test, by ensuring that the documentation that accompanies the collection cartridge to the NATA approved laboratory does not include the workers name or address but contains only that information sufficient to comply with AS4760 e.g. test report number and date of birth.

21.6. These protections will be notified to Workers during training.

## 22. CONSULTATION

22.1. 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.

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

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

22.4. Employment Assistance Program (EAP)

22.5. 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.

22.6. 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.

22.7. The below requirements will be audited on an annual basis of the employer:

(a) Must be able to provide EAP support in all States, Territories and regional areas of Australia;

(b) Must outline in their Impairment Policy how workers who attend for work affected by drugs or alcohol will be counselled and assisted, apart from any disciplinary process that might apply;

(c) Must have a memorandum of understanding (MOU) with relevant stakeholders within treatment support areas;

(d) Provide support for their workers and their immediate families;

(e) Must be able to provide treatment services which must include the following:

(i) General counselling;

(ii) Drug and Alcohol counselling;

(iii) Drug and Alcohol detoxification services;

(iv) Drug and Alcohol rehabilitation services;

(v) Case Management services;

(vi) Psychology services;

(f) Must have a history of delivering support services to the Building and Construction Industry

(g) Must be able to develop and implement a plan to promote the impairment policy within the workplace

## APPENDIX 5 – AUDIT FORM

| | | |
|---|---|---|
| EMPLOYER NAME: | _____ | |
| ABN NUMBER: | _____ | |
| ADDRESS: | _____ | |
| PRINCIPAL NAME: | _____ | |
| PRINCIPAL TITLE: | _____ | |
| WORKCOVER POLICY NUMBER: | _____ | |
| Number of personnel: | _____ | |
| Overtime 1½x | _____ | |
| Overtime 2x | _____ | |
| Base Hourly Rate | _____ | |
| Fares & Travel | _____ | |
| BUSSQ (Superannuation): | □ Yes | □ No |
| BERT: | □ Yes | □ No |
| BEWT: | □ Yes | □ No |
| CIPQ: | □ Yes | □ No |
| 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 6 - CALCULATION OF SUPERANNUATION

The rates as calculated under Superannuation in this Agreement have been calculated using the agreed industry formula as follows:

**Employer Contribution**

12% of the sum of:

CW3 – Carpenters rate (36 hours);

Site allowance p/h ($50m project);

leading hand rate (2-5) p/h; and

fares and travel 5-day week.

**Co-contribution**

CW3 – Carpenters rate (36 hours);

Site allowance p/h ($50m project);

leading hand rate (2-5) p/h; and

fares and travel 5-day week.

## ENDORSEMENT OF THE AGREEMENT

Signed for and on behalf of **Rosenlund Contractors Pty Ltd** (ABN 65067972034)

I, Ryan Rosenlund, Manager of Rosenlund Contractors Pty Ltd am authorised to sign the Agreement on behalf of **Rosenlund Contractors Pty Ltd:**

**SIGN NAME**

45 Wentworth Place, BANYO, QLD, 4014

**ADDRESS**

25.07.2024

**DATE**

**IN THE PRESENCE OF**

**WITNESS SIGNATURE**

Emma Eawes

**WITNESS NAME**

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

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

**SIGN NAME**

29.07.2024

**DATE**

16 Campbell Street, Bowen Hills, Qld, 4006

**ADDRESS**

**IN THE PRESENCE OF**

29.07.24

**WITNESS SIGNATURE**

Emma Eawes

**PRINT NAME**

CFMEU
QLD/NT

RR-28 REGIONAL OFFICES:
Darwin – Ph: (08) 8981 5280
Townsville – Ph: (07) 4766 8715

HEAD OFFICE:
16 Campbell Street
Bowen Hills QLD 4006
Ph (07) 3231 4600
Fax (07) 3231 4699
qntqueries@cfmeu.org

**Form 2 – Entry Notice**

(See regulations 3.27, 3.28 and 3.29)

*Fair Work Regulations 2009*, regulation 3.27

## ENTRY NOTICE

I, Cody Budgeon of the Construction, Forestry and Maritime Employees Union, and having been issued an entry permit under section 512 of the *Fair Work Act 2009*, give notice that I propose to enter:

Name and address of job premises: Rosenlund Contractors - 45 Wentworth Place, Banyo QLD

Date of proposed entry: 30.05.2025

The suspected contravention, or contraventions, to which this notice relates are:

Breaches of section 50 of the Fair Work Act - non compliance with enterprise agreement including inappropriate hourly rates, inappropriate allowances, non compliance with RDO clauses and non compliance with employment security clause.
Non compliance with Superannuation Guarantee Act.

As the entry is authorised by section 481 of the *Fair Work Act 2009* (which deals with entry to investigate suspected contraventions), I declare that:

- the Construction, Forestry and Maritime Employees Union, under Rule 2, of the Union's Rules, is entitled to represent the industrial interests of a member who performs work at the premises mentioned above; and
- the suspected contravention or contraventions relate to or affect that member.

## Obligations of permit holders, occupiers of premises and affected employers

**A permit holder** has various obligations under the *Fair Work Act 2009*. In general terms, these include (but are not limited to) the following:

- to produce the permit holder's entry permit for inspection on request and before requiring access to records and documents (see section 489);
- to comply with any reasonable request from the occupier of premises to comply with occupational health and safety requirements that apply to the premises (see section 491);
- not to intentionally hinder or obstruct any person, or act in an improper manner (see section 500);
- not to intentionally or recklessly misrepresent things the permit holder is authorised to do (see section 503).

**An occupier of premises, an affected employer or other person** has various obligations under the *Fair Work Act 2009*. In general terms, these include (but are not limited to) the following:

- not to refuse or unduly delay entry to a permit holder (see section 501);
- not to intentionally hinder or obstruct a permit holder (see section 502);
- not to intentionally or recklessly misrepresent things the occupier, employer or person is authorised to do (see section 503).

**For further information** about all the rights and obligations that apply in relation to entry rights, see Part 3-4 of the *Fair Work Act 2009* or contact the Fair Work Ombudsman (tel: 13 13 94) or the Australian Building and Construction Commission (tel: 1800 003 338).

**Failure by a person to comply** with an obligation under Part 3-4 of the *Fair Work Act 2009* may result in a court ordering the person to pay a pecuniary penalty (see section 546).

C.Budgeon

Given at: 12:10 Date: 27.05.2025 **Signature of Permit Holder**



Cody Budgeon

CFMEU
QLD/NT

REGIONAL OFFICES:
Darwin – Ph: (08) 8981 5280
Townsville – Ph: (07) 4766 8715

HEAD OFFICE:
16 Campbell Street
Bowen Hills QLD 4006
Ph (07) 3231 4600
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qntqueries@cfmeu.org

**Form 2 – Entry Notice**

(See regulations 3.27, 3.28 and 3.29)

*Fair Work Regulations 2009*, regulation 3.27

## ENTRY NOTICE

I, Trevor Sinclair of the Construction, Forestry and Maritime Employees Union, and having been issued an entry permit under section 512 of the *Fair Work Act 2009*, give notice that I propose to enter:

Name and address of job premises: Rosenlund Contractors - 45 Wentworth Place, Banyo QLD

Date of proposed entry: 30.05.2025

The suspected contravention, or contraventions, to which this notice relates are:

Breaches of section 50 of the Fair Work Act - non compliance with enterprise agreement including inappropriate hourly rates, inappropriate allowances, non compliance with RDO clauses and non compliance with employment security clause.
Non compliance with Superannuation Guarantee Act.

As the entry is authorised by section 481 of the *Fair Work Act 2009* (which deals with entry to investigate suspected contraventions), I declare that:

- the Construction, Forestry and Maritime Employees Union, under Rule 2, of the Union's Rules, is entitled to represent the industrial interests of a member who performs work at the premises mentioned above; and
- the suspected contravention or contraventions relate to or affect that member.

## Obligations of permit holders, occupiers of premises and affected employers

**A permit holder** has various obligations under the *Fair Work Act 2009*. In general terms, these include (but are not limited to) the following:

- to produce the permit holder's entry permit for inspection on request and before requiring access to records and documents (see section 489);
- to comply with any reasonable request from the occupier of premises to comply with occupational health and safety requirements that apply to the premises (see section 491);
- not to intentionally hinder or obstruct any person, or act in an improper manner (see section 500);
- not to intentionally or recklessly misrepresent things the permit holder is authorised to do (see section 503).

**An occupier of premises, an affected employer or other person** has various obligations under the *Fair Work Act 2009*. In general terms, these include (but are not limited to) the following:

- not to refuse or unduly delay entry to a permit holder (see section 501);
- not to intentionally hinder or obstruct a permit holder (see section 502);
- not to intentionally or recklessly misrepresent things the occupier, employer or person is authorised to do (see section 503).

**For further information** about all the rights and obligations that apply in relation to entry rights, see Part 3-4 of the *Fair Work Act 2009* or contact the Fair Work Ombudsman (tel: 13 13 94) or the Australian Building and Construction Commission (tel: 1800 003 338).

**Failure by a person to comply** with an obligation under Part 3-4 of the *Fair Work Act 2009* may result in a court ordering the person to pay a pecuniary penalty (see section 546).

Given at: 09:45

Date: 27.05.2025

**Signature of Permit Holder**

Trevor Sinclair

Outlook

**ROE - 481 - Rosenlund - ATT: CFMEU Organiser Trev Sinclair**

**From** Dean Cameron [redacted]
**Date** Thu 5/29/2025 10:48 AM
**To** qntindustrial [redacted] <qntindustrial [redacted]; tsinclair( [redacted] tsinclair [redacted]
**Cc** Ryan Rosenlund [redacted] cbudgeon( [redacted] cbudgeon [redacted]

ATT: CFMEU Organiser Trev Sinclair
Dear Trev,
We acknowledge your 'Entry Notice' dated 27 May 2025 and proposed entry to 45 Wentworth Place in Banyo on 30 May 2025 to investigate suspected contraventions of an enterprise agreement. The Entry Notice does not comply with section 481 of the Fair Work Act 2009('Act'), and is accordingly invalid as no members of your organisation perform work on the premises stipulated in the notice being 45 Wentworth Place, Banyo in the State of Queensland, which is an essential requirement for entry in accordance with s481(1)(b) of the Act.
To ensure all parties comply with their obligations pursuant to the Act, can you please nominate which member/s records you are seeking as per s 482(1A) of the Act as we are not permitted to provide non-members records for inspection or provide copies of such records. Further to ensure access to member/s records can you please provide a copy of your entry permit issued pursuant to s 512 of the Act in advance of any inspection.
Given the vague nature of the listed suspected contravention, to ensure that we have the member/s documents available for inspection, we are proposing to provide 6 months' time and wages records including monthly superannuation remittances for the nominated member/s.
Please confirm the requested information as soon as practicable before your anticipated entry but before close of business 29 May 2025.
Please note our client Rosenlund in attempting to assist you will have copies ready for your collection to save you time and to have a positive supportive outcome. In the current circumstances we are of the opinion that the Entry Notice is invalid for the reasons stipulated does not permit access to 45 Wentworth Place, Banyo in the State of Queensland on 30 May 2025.
We acknowledge the Enterprise Agreement is a complex document and we look forward to any constructive feedback.
Trev, please call with any questions or to confirm we have the documents you need ready.
Regards

**Dean Cameron**
Legal Practice Director

WORKFORCE ADVISORY LAWYERS

M: [redacted]
Office: [redacted]
Email: [redacted]
Website: www.workforceadvisory.com.au
Website: www.subcontractorchecker.com.au
Calendar: **Book time with Dean in your calendar now**
Office: Level 2, 50-56 Sanders Street, Upper Mount Gravatt QLD 4122
CBD SO By Appointment: Level 9, 307 Queen Street, Brisbane QLD 4000

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# RR-30

**Toombul Wage Calculations**

| Start of Project to 17/03/2024 ($\Hour) based on 2019-2022 CNT EBA | | | % Increase from 2019-2022 EBA | |
|---|---|---|---|---|
| CW1 Skilled Labour | $ | 45.19 | - | |
| CW2 Traffic Control | $ | 46.95 | - | |
| CW3 Bobat\Micro Excavator | $ | 48.00 | - | |
| CW4 Mini Excavator | $ | 49.55 | - | |
| CW5 Large Excavator | $ | 51.65 | - | |
| Union Delegate | $ | 53.98 | - | |
| 18/03/2024 to 30/06/2024 ($\Hour) based on new patern CFMEU agreement | | | | |
| CW1 Skilled Labour | $ | 47.63 | 5.40% | |
| CW2 Traffic Control | $ | 49.48 | 5.39% | |
| CW3 Bobat\Micro Excavator | $ | 50.40 | 5.00% | |
| CW4 Mini Excavator | $ | 52.03 | 5.01% | |
| CW5 Large Excavator | $ | 54.23 | 5.00% | |
| Union Delegate | $ | 56.69 | 5.02% | |
| | | | 5.13% | Average increase |
| 01/07/2024 to End of Project ($\Hour) based on new patern CFMEU agreement | | | | |
| CW1 Skilled Labour | $ | 50.01 | 10.67% | |
| CW2 Traffic Control | $ | 51.96 | 10.67% | |
| CW3 Bobat\Micro Excavator | $ | 52.92 | 10.25% | |
| CW4 Mini Excavator | $ | 54.63 | 10.25% | |
| CW5 Large Excavator | $ | 56.94 | 10.24% | |
| Union Delegate | $ | 59.53 | 10.28% | |
| | | | 10.39% | Average increase |

| | Wages Pay Items Paid | A/L Accural | Personal Accural | WorkCover | Payroll Tax | Public Holidays | BERT\BEWT | Superannuation | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Start of Project to 17/03/2024 | $ 51,472.56 | $ 4,652.32 | $ 2,375.66 | $ 2,058.90 | $ 2,444.95 | $ 6,948.80 | $ 2,716.62 | $ 5,919.34 | $ 78,589.16 |
| 18/03/2024-30/06/2024 | $ 480,591.64 | $ 43,438.05 | $ 22,181.23 | $ 19,223.67 | $ 22,828.10 | $ 64,879.87 | $ 25,364.67 | $ 55,268.04 | $ 733,775.26 |
| 01/07/2024-30/06/2025 | $ 1,604,737.52 | $ 145,043.44 | $ 74,065.06 | $ 64,189.50 | $ 76,225.03 | $ 216,639.57 | $ 84,694.84 | $ 192,568.50 | $ 2,458,163.45 |

| | Extra Over | |
|---|---|---|
| 18/03/2024 to 30/06/2024 ($\Hour) based on new patern CFMEU agreement | $ | 37,677.79 |
| 01/07/2024 to End of Project ($\Hour) based on new patern CFMEU agreement | $ | 255,496.89 |
| TOTAL | $ | 293,174.68 |