DAMIAN LONG

[redacted]

Curriculum Vitae

I am passionate about the construction industry having worked in civil and commercial building spending most of my career in civil construction.

I have a farming background, an area I am still involved with.

PROFESSIONAL CAPABILITIES

- Hands on experience civil and commercial building delivery.
- Strong experience in change management
- Established capability in the management of small to large businesses.
- Proven ability to prepare strategic plans, business plans and case studies.
- Proficient in financial management and cost control.
- Broad understanding of procurement and delivery models from minor works to major contracts.
- Broad understanding of various forms of construction contracts.
- Proven capability as a Registered Adjudicator under the Queensland Building Industry Fairness, (Security of Payments) Act 2017 QLD.
- Understanding of the workings of government at state and local level.
- Demonstrated capability in the completion of projects for both Victorian and Queensland Governments.
- Demonstrated capability in delivering projects for various clients including private developers, major commercial builders, Local Government and State Government.
- Varied and established experience in various sectors such as: private, government, mining, oil and gas, flood recovery, water management and maintenance.
- Understanding of management systems. Safety, quality and environmental
- Experience in HR/IR management
- Valued as an industry professional by government and the private sector
- Known and respected by CCF members, associates and sponsors, government employees and members of parliament.
- Understanding of VET and other training schemes

PERSONAL QUALITIES

- Communication
- Teamwork
- Organisation skills
- Commercial Skills
- Contract Management
- Conflict management

- Dispute Resolution
- Negotiation
- Problem solving and decision making
- Wide personal network
- Personable

EDUCATION

- Bachelor Engineering (Civil) Hons **- La Trobe University**
- Graduate **- Australian Institute of Company Directors**
- Governance and Finance for Registered Organisations - **Australian Institute of Company Directors**
- Financial Management for Non-Finance Executives **Australian Institute of Management** -
- Personal Productive Leadership **- Leadership Management Australia**
- Level 2 Adjudicator **– Under the Building Industry Fairness (Security of Payments) Act QLD 2017**
- **Confined Space**
- **First Aid/CPR.**
- **Licence Open HC/R RMDL, PWCL**
- **White Card**
- **Justice of the Peace (Qualified)**

EMPLOYMENT HISTORY

Chief Executive Officer March 2017 to Current

Civil Contractors Federation Queensland Ltd

Civil Contractors Federation QLD is part of the federated structure of The Civil Contractors Federation which is the registered organisation under the Fair Work Registered Organisations Act to represent the civil construction industry nationally.

I am responsible for the delivery of the business and advocacy strategies.

The organisation has 4 core activities:

1. Advocacy and policy
2. Client Services
3. Events Management and,
4. Registered Training Organisation

Direct reports are managers for the 4 core activities and a Finance and Compliance Manager.

Committees have been established to provide intelligence in gaining industry data and providing meaningful input and solutions to a range of key industry issues. These are:

- Finance, Risk and Audit
- Environment and Sustainability
- Workplace health and safety
- Industrial Relations and Human Resources

- Local engagement

Personal Accountability

- Advocacy
- Governance
- Assist the board in strategic planning
- Development and management of business planning.
- Setting budgets and reporting against them.
- Developing a strong culture of performance, accountability and fun.
- Management of all facets of the business including administration and operational activities.
- Capex purchasing.
- Cash flow management.
- Management of all commercial issues.
- Insurance negotiations, procurement and claims.
- Preparing and managing legal claims.
- Human resource and industrial relations management.
- Safety
- Development and management of systems.
- Management of company IT.
- Facilities management
- Development and management of operational systems, controls and reports.
- Spokesperson for the organisation

Other Appointments

Qleave - Chair 2016 to current

Qleave is the portable long service scheme for the building and construction industry in Queensland.

Previous member of the Finance Audit Risk Management Committee and member of the Investment Committee.

Construction Skills Queensland, (CSQ). 2016 to current

CSQ is the trading name of the Building and Construction Industry training fund.

Board Member and Chair of the Finance Risk and Audit Committee.

General Manager Jul 2013 – February 2017

Katala Constructions Pty Ltd including Katala Plant Hire

Katala Constructions turned over $20m pa. Self-performed mainly earthworks, drainage, pavements and miscellaneous construction. Subcontracted mainly structures, retaining walls, sewer, water and sewer rehabilitation

- Overall responsibility for the growth and profitability of the business and affiliated equipment business.

- Development and management of business planning.
- Setting budgets and reporting against them.
- Management of all facets of the business including administration, accounting and operational activities.
- Capex purchasing.
- Fleet management.
- Cash flow management.
- Management of all commercial issues.
- Insurance negotiations, procurement and claims.
- Negotiating industrial agreements.
- Preparing and managing legal claims.
- Human resource management.
- Development and management of systems.
- Management of company IT.
- Development and management of operational systems, controls and reports.
- Estimating
- Project Management

General Manager Jul 2011 – Jun 2012

Winslow Infrastructure Pty Ltd

- Additional role in parallel to the role of General Manager Civil Contractors (Aust.) Pty Ltd
- Overall responsibility for the growth and profitability of the business nationally with a prime focus on growth in Queensland.
- Development and management of business planning.
- Setting budgets and reporting against them.
- Management of all facets of the business including administration, accounting and operational activities.
- Capex purchasing.
- Cash flow management.
- Management of all commercial issues.
- Insurance negotiations, procurement and claims.
- Negotiating industrial agreements.
- Preparing and managing legal claims.
- Human resource management.
- Development and management of systems.
- Management of company IT.
- Development and management of operational systems, controls and reports.
- Estimating

General Manager Dec 2004 – May 2013

Civil Contractors (Aust.) Pty Ltd and Civil Plant Hire

Self-performed mainly earthworks, drainage, pavements, and miscellaneous construction.

- Part of the due diligence team prior to the purchase of the company by the Winslow Group.

- Assumed the role of General Manager on the completion of the sale.
- Overall responsibility for the growth and profitability of the business.
- Profitable growth of business from an annual turnover of $30 million to $78 million
- Management of the plant hire company, Civil Plant Hire. Plant fleet included scrapers, dozers, graders, excavators, backhoes, rollers, trucks down to small plant.

Divisional Manager Aug 2002 – Dec 2004

Fulton Hogan Ltd (FRH Group Pty Ltd)

Fulton Hogan purchased Standard Roads Constructions in 2002

- Management of the Queensland General Construction Division
- Overall responsibility for the growth and profitability of the division from estimate to completion.
- Management of plant fleet.
- Clients included DTMR, local government, private developers, builders and NGO's.

Divisional Manager Aug 1999 – Aug 2002

Standard Roads Constructions Pty Ltd

Standard Roads Constructions was part of the Standard Roads Group which was a vertically integrated group of companies which comprised quarries, asphalt, cold asphalt, sewer construction and civil construction.

Most work was self-performed with the exception of water infrastructure.

- Management of the Western General Construction Division based in Melton
- Overall responsibility for the growth and profitability of the division from estimate to completion.
- Management of plant fleet.
- Specialised in subdivision construction. Clients were mostly private developers, local government. And some VicRoads.

Under Graduate Site Engineer Nov 1997 – Feb 1999

Transfield Obayashi Joint Venture Melbourne City Link

- Responsible for various elements of the construction of the toll road:
    - Earthworks
    - Drainage
    - Public Lighting and CCTV towers
    - U/G Conduits
    - Traffic Management

Employment prior to February 1999

- Hooker Cockram – Builders Labourer/ Scaffolder/Concreter. Qualified class 2 scaffolder and dogman.
- Eaglehawk Excavations – Estimator/Operator/Site Manager. Main operation of backhoes, traxcavators and trucks

- Petroleum Refineries Australia – Maintenance Cost Controller
- Canada – Reforestation
- UK - Hospitality

Queensland Government Procurement Industry Advisory Group

Terms of Reference

1. Purpose

The purpose of the Procurement Industry Advisory Group (PIAG) is to develop a closer working relationship between government and industry within the context of Queensland Government procurement activities, by providing co-ordinated industry advice on matters of strategic importance between government and industry.

2. Responsibilities

The PIAG will provide:

- industry expertise and input regarding policy development, emergent trends and opportunities for improvement relating to procurement activities;
- views on industry requirements with regard to forward planning, for consideration as part of the publication of the Queensland Government's 12 month Forward Procurement Pipeline;
- views to the whole of government CEO Leadership Board on procurement-related issues of strategic importance between government and industry (via the Chair); and
- advice on sector-wide procurement matters, including industry standards, future directions, procurement strategy, and the impact of the Queensland Government's procurement management decisions on industry and the non-government sector.

3. Authority and decision-making

The PIAG will be established by the Director-General of the Department of Housing and Public Works (DHPW), holding responsibility for the Office of the Chief Advisor – Procurement (OCA-P). The PIAG will hold formal discussions and provide advice to the CEO Leadership Board (via the Chair).

This is an information and advisory body and not a decision making body. To avoid any perceived or real conflict of interest or any other probity concerns, the PIAG is not involved in operational decision-making relating to procurement activities.

The authority of the PIAG will not override legislative authority of individual accountable officers. As such, as a collective it does not have authority to make binding decisions – relying instead on the cooperation of members. There is no formal 'shared' accountability of the PIAG per se, for outcomes. There may be one-off items where it could be of value to ask the group to endorse, for example: a Government-industry engagement charter.

4. Membership

There are 21 members of the PIAG:

- 12 x Peak industry bodies (2 per category)
- 1 x Aboriginal and Torres Strait Islander Procurement Champion
- 1 x Champion for small business
- 1 x Regional Procurement Champion
- 3 x Peak industry bodies representing all categories
- 1 x Peak union body
- 1 x Representative for whole of government procurement
- 1 x Chair

The Minister for Housing and Public Works; Minister for Digital Technology; Minister for Sport, will be invited to attend PIAG meetings as a special invited guest.

The overall composition of the Committee may only be changed with the agreement of the Director-General, Department of Housing and Public Works.

The term of membership of the Group will be two years, with the opportunity to rotate membership if required

4.1. Observers and other participants

Where agreed by the Chair, other persons may observe or inform meetings of the Group. These attendees do not assume membership or participate as formal members of the PIAG.

4.2. Secretariat

Secretariat support for the PIAG will be provided by the OCA-P, DHPW.

Email contact for the Secretariat is: [redacted]

4.3. Quorum and proxies

A quorum for the PIAG will be achieved if at least 10 members (more than 50%) including the Chair are in attendance.

If the Chair is absent from a meeting or vacates the Chair at a meeting, the Chair must appoint another person to act as the Chair on a temporary basis.

Persons officially acting in the role of a PIAG member may attend and participate in deliberations and/or contribute to discussions, provided they are suitably briefed prior to the meeting. With the prior approval of the DG DHPW, a member may nominate a proxy to attend during the member's unavailability to attend meetings. Persons officially acting in the role of a member of the PIAG, or proxies nominated to attend by a member, have full participation rights and obligations and count towards the quorum.

In the absence of a quorum the meeting may continue at the Chair's discretion. Proxies are included in the determination of a quorum.

5. Meeting principles

5.1. Provision of Advice

An open and inclusive approach will be adopted to ensure all members have an opportunity to share the views of the peak industry body/small business they are representing and provide feedback on challenges impacting their industry.

The PIAG provides advice to the CEO Leadership Board via the Chief Advisor (Procurement), Department of Housing and Public Works.

A summary report informing the CEO leadership board of any significant issues, actions and outputs addressed during the course of the year.

5.2. Meeting frequency, agendas and discussion summary report

The PIAG will meet twice per year in advance of the CEO Leadership Board meetings on Queensland Government procurement.

The PIAG will generally operate informally unless otherwise determined by the Chair.

Agendas will be issued a minimum of one week prior to the scheduled meeting with a meeting summary discussion report being distributed to attendees within one week of the scheduled meeting.

The Chair will be responsible for managing and monitoring outcomes/actions as a result of PIAG meetings, within agreed timeframes.

The Secretariat will maintain a record of agenda, discussion summary report and supporting documentation.

5.3. Use and Disclosure of Personal Information

All use and disclosure of personal information is to be in accordance with the Information Privacy Principles under the *Information Privacy Act 2009*.

5.4. Conflicts of interest

To avoid any perceived or real conflict of interest or any other probity concerns that may arise, the PIAG will not be involved in any operational decision-making relating to procurement activities.

5.5. Confidentiality

Information discussed during a PIAG may be of a sensitive nature. No member other than the Chair shall make public statements purporting to represent the view of the PIAG.

Members must not disclose official information or documents acquired as a consequence of membership of the PIAG, other than when the member has been given proper authority, by the Chair, to do so. Members must keep confidential all confidential information provided to them. Members may be asked to sign a deed relating to personal information, confidentiality and conflicts of interest.

6. Performance

A review of the performance of the PIAG, in line with its role and responsibilities will be conducted, with support of the OCA-P, DHPW.

7. Member induction

New members with no prior exposure to the PIAG are to attend an information session that will outline the role and responsibilities of the Group and its relationship with other tiers within the whole of government procurement governance model.

The session is to be conducted by the secretariat to the PIAG and one of the existing Group members.

8. Terms of Reference Approval

The Procurement Industry Advisory Group Terms of Reference approved by members on 27 September 2016.

The Terms of Reference will be reviewed August 2017.

Procurement Industry Advisory Group

Meeting outcomes

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Meeting #	**2**
Date	**31 May 2017**
Time	**10.00 – 11.30am**
Venue	[redacted]
Members	Jillian Carney, Consult Australia Grant Galvin, Master Builders Queensland Mark Henley, Queensland Council of Social Services Ken Huxley, Institute of Management Consultants Mel Ireland, The Australian Industry Group Damian Long, Civil Contractors Federation John Martin, Queensland Council of Unions *(proxy)* Julie Mills, Association of professional Staffing Companies *(via teleconference)* Richard Nelson, National Disability Services Queensland Mark Nicholls, Australian Information Industry Association Teresa Scott, Australasian Procurement and Construction Council Dr Nick Tate, Australian Computer Society *(via teleconference)* Bruce Wolfe, Australian Institute of Architects Maree Adshead, Queensland Small Business Champion Liza Carroll, Department of Housing and Public Works (Chair) Kimberley Dripps, Department of Housing and Public Works (Assistant Director-General and Chief Advisor – Procurement, Queensland Government Procurement)
Guests	The Hon Mick de Brenni MP, Minister for Housing and Public Works and Minister for Sport Philip Halton, Office of the Minister for Housing and Public Works and Minister for Sport Sacha Gibson, Department of Housing and Public Works (Queensland Government Procurement) Karen Walters, Department of Housing and Public Works (Queensland Government Procurement)
Apologies	Polo Guilbert-Wright, Medical Technology Association of Australia Elizabeth de Somer, Medicines Australia
Secretariat	Donna Ah See, OCA-P, Department of Housing and Public Works Meagan Loague, OCA-P, Department of Housing and Public Works

Meeting outcomes

No	Agenda item	Meeting Summary	Action
1.	Welcome	The Chair welcomed all those present noting two members were joining the meeting today via teleconference. Apologies received from Medicines Australia and Medical Technology Association of Australia were noted. The Chair remarked a key element to the success of these meetings was the opportunity for industry to provide feedback to government as well as to enable government to seek industry views.	Nil
2.	Minister for Housing and Public Works and Minister for Sport – Key messages	The Chair welcomed the Hon Mick de Brenni MP, Minister for Housing and Public Works and Minister for Sport. The Minister thanked all those present and commented that significant progress had been made since the last meeting. He noted that Government was taking a leading approach nationally as to how procurement was delivered in Queensland. The Minister advised that - • A new Queensland Procurement Strategy would be released soon which included factors important to industry. • Government was taking a broader approach to how we consider "value for money" by putting Queensland businesses and workers first. • A revised Queensland Procurement Policy would also be released soon to help achieve government's broader objectives including employment, social and environmental outcomes. The Minister indicated a briefing on the Queensland Procurement Strategy would be provided to members to ensure industry was well prepared for public discussion.	**Action 2.2.1** PIAG members to be provided with briefing on Queensland Procurement Strategy once released.
3.	Conflicts of Interest	No conflicts of interest were declared.	Nil
4.	Minutes and Action Items from previous meeting	The minutes from the previous meeting (27/09/16) were ratified by members as a true and accurate record and the action log was noted.	Nil
5.	Forward Procurement Pipelines update	Kimberley Dripps noted the challenge was to ensure that FPPs evolve so that they are beneficial to industry. Two forward procurement pipelines, General Goods and Services	**Action 2.5.1**

0012

Meeting outcomes

No	Agenda item	Meeting Summary	Action
		and Building Construction and Maintenance, were tabled as examples. Kimberley also noted that when improving FPPs consideration was also given to factors such as visibility and the impact on regional workforces and communities. There was broad discussion on FPPs with the following comments made - • Need to consider overlap across agencies. • Advanced planning was important so that procurement spend is spread over time to avoid spikes. • FPP were well received to enable improved planning by industry. • Inclusion of unfunded projects was welcomed. • Useful to have details on timeframes from tender to award. • Advance notice on size of projects would be helpful. • Will all expenditure be mapped? • Will there be oversight at regional and local level? • Need to build capability for writing and completing tenders. • For some suppliers, getting paid on time was proving difficult. The Chair agreed that having accountability built into expectations was a good point. She also noted that government had recognised not enough time is spent at the front end of the process and work needs to be done in this area. The Chair remarked that as FPPs were a fundamental piece in the process it was important to get these right and asked that a draft FPP for each Category be sent to members seeking their feedback. In response to a question raised as to whether there would be weightings in tendering to improve SME participation, Sacha Gibson advised - • How we consider broader community outcomes in tendering differs by category and there is no one size fits all solution. Part of the category management approach is to	Secretariat to send draft FPP for each Category to PIAG members seeking feedback. **Action 2.5.2** QGP to provide an information paper to the next meeting on how SMEs are catered for through the procurement process.

0013

Meeting outcomes

No	Agenda item	Meeting Summary	Action
		consider early whether certain government objectives could be aligned to the delivery outcomes of a particular initiative or sub category. • Some examples were given of how this is occurring in the General Goods and Services category. Capability and competitiveness of all suppliers was assessed equally in the initial stages before an overlay to identify the SME's in the group was then considered. • Other examples included where questions were asked of tendering suppliers such as what initiatives they had in place in their organisation to improve participation of Aboriginal and Torres Strait Islanders in the workplace; what initiatives they had in place to partner with local and regional firms on delivery of the services; and similarly to partner with social enterprises (depending on the category). Further to the above, the Chair asked that an information paper be prepared for the next meeting on how SMEs are catered for through the procurement process.	
6.	Industry feedback and priorities	The Chair noted that, while the Minister was in attendance, this was an excellent opportunity for government to hear from our industry partners as to what was or was not working, any concerns or comments and opened the floor for comments. • Securing pipeline to ensure skills are kept local was an important issue. • Value of procurement needs to be provided at early stage of projects. • Need for regular, consistent spend in regions. • The shift away from lowest cost tendering process was a positive move. • Need to look at pay structure for those making procurement decisions as well as a human resources piece as capability is lifted. • Greater bipartisan and better levels of forward planning would be helpful. • Labour hire policy and legislation has potential for unintended consequences. • If economy is not moving, it is necessary to have a mobile workforce to avoid workers moving interstate. • Cultural risk aversion to engage with small business exists. • Encouraging to see work being done on capability framework. • Moving to 5 year contracts was seen as proactive providing greater certainty and service delivery.	

0014

Meeting outcomes

No	Agenda item	Meeting Summary	Action
		• More investment in rural Queensland was required. Some agencies have greater autonomy but seeing improvement. • Need to be mindful of the speed projects are released and saturating the market. • Need to build capability and talent across the construction industry as there is a shortage across the nation. • Greater support for SME's within ICT required and it is hard to reach all procurement officers through the different agencies. Run the risk of reducing/not increasing the ICT industry in Queensland. • Need to improve understanding and use of correct language when procuring different types of contingent labour eg temporary, permanent, contractors. • Increased supplier reporting throughout the procurement and tender process would be beneficial. • New ICT Contingent Labour category reporting very well received with a noticeable change in industry attitudes and trust. • Gap in the procurement process around panels understanding the rules of engagement and codes of conduct in agencies. The Minister also noted – • State budget this year was committed to a pipeline approach through various agencies. • Queensland Procurement Strategy is committed to early investment to achieve better outcomes. • Having a framework will assist those making decisions as well as many members in regional Queensland. • Minister Grace would be keen to receive feedback as it is important for labour hire to be properly regulated. • Set lower thresholds to provide greater access for small business, especially in regional areas. • We need to make clear to our procurement officers, the measures in place and subsequent benefits to the community. In conclusion the Chair thanked everyone for their participation and noted the importance of frank feedback to the process which will be used to strengthen work currently being done.	

0015

Meeting outcomes

No	Agenda item	Meeting Summary	Action
7.	Queensland Government update 7.1 Procurement guidance materials 7.2 Category Industry Engagement 7.3 Queensland Procurement Policy and Queensland Government Procurement	Two placements, "Delivering Greater Value" and "Building Diversity in Markets" to help Queenslanders prosper, were tabled for brief discussion. Kimberley Dripps noted these documents were for internal use to assist staff across agencies to understand what "Value for Money" was and would be finalised after another round of consultation. Some general comments were made and broadly discussed - • What does value for the community look like? • How was price and non-price criteria assessed? • As the cost of tendering is a big expensive for suppliers, non-price criteria needs to be re-examined for continuity. • How do we assess Quality? • An industry version of these placements would be very useful. With regards to the question as to how we assess quality, Kimberley indicated she would take the question on notice and advise accordingly. In conclusion, two additional documents "Professional Services" and "Workplace Health" were also tabled to provide members with examples of recent industry engagement.	**Action 2.7.1** QGP to provide out of session response to QoN.
8.	Other business	Nil	
9.	Meeting close	The Chair thanked all those in attendance for their time and contribution to today's discussion.	

This summary of key issues discussed and decisions made is approved for publishing by the Chair.

Next meeting:

Date	September 2017 (Date to be confirmed)
Time	
Venue	To be confirmed

0016

Procurement Industry Advisory Group

Meeting outcomes

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Meeting #	**3**
Date	**27 September 2017**
Time	**9.00 – 10.30 am**
Venue	[redacted]
Members	Dr Nick Tate, Australian Computer Society Mel Ireland, The Australian Industry Group Mark Nicholls, Australian Information Industry Association Bruce Wolfe, Australian Institute of Architects Damian Long, Civil Contractors Federation Steve Turner, Institute of Management Consultants Polo Guilbert-Wright, Medical Technology Association of Australia *(via teleconference)* Julie Couper, Queensland Council of Social Services *(proxy)* Dyan Johnson, Master Builders Queensland *(proxy)* John Martin, Queensland Council of Unions *(proxy)* Richard Nelson, National Disability Services Queensland Liza Carroll, Department of Housing and Public Works (Chair) Kimberley Dripps, Department of Housing and Public Works
Guests	The Hon Mick de Brenni MP, Minister for Housing and Public Works and Minister for Sport Richard Cassidy, OCA-P, Department of Housing and Public Works Don Rivers, Department of Housing and Public Works Mike Stoopman, Department of Science, Information Technology and Innovation Nick Stenson, Nous Group
Apologies	Julie Mills, Association of Professional Staffing Companies Teresa Scott, Australasian Procurement and Construction Council Stephen Tait, Chamber of Commerce and Industry Queensland Jillian Carney, Consult Australia Grant Galvin, Master Builders Queensland Elizabeth de Somer, Medicines Australia Mark Henley, Queensland Council of Social Services Ros McLennan, Queensland Council of Unions Maree Adshead, Queensland Small Business Champion Dallas Stower, Department of Science, Information Technology and Innovation
Observer	Meil Greenall, Australian Institute of Architects
Secretariat	Donna Ah See, OCA-P, Department of Housing and Public Works Gabrielle Crick, OCA-P, Department of Housing and Public Works

Meeting outcomes

No	Agenda item	Meeting Summary	Action
1.	Welcome and apologies Conflicts of interest Meeting outcomes Action log	The Chair welcomed members and noted apologies. No conflicts of interest were declared. The minutes from the previous meeting (31/05/17) were ratified by members as a true and accurate record and the action log was noted. Members asked several questions about the Queensland Government Procurement Strategy and Policy roadshows including number held to date, attendance, and the general response. Kimberley Dripps provided a brief overview and the Chair added that feedback from industry was important to ensure government was kept informed of the impact and any concerns members may have.	Nil
2.	Minister for Housing and Public Works and Minister for Sport	The Minister commented on the Procurement Strategy and Policy and noted that briefings across the state have been well received. The Minister also noted the importance that PIAG members have played in informing their members of the Queensland Government procurement changes. The Minister spoke about Buy Queensland, the "Go Local" initiative and the definition of local, what it means for Queenslanders and small businesses, as well as the potential economic, social and environmental impacts. He also noted that the use of local contractors and manufacturers in projects over $100m and a weighting of up to 30% to those under $100m would give preference to Queensland suppliers. The Minister thanked members for their ongoing contribution and noted that the Chief Advisor was building the capability to measure the impact of government procurement activities.	Nil
3.	Delivering on government priorities in a number of ways	The Chair commented that government supports SMEs by informing them of the procurement changes, improving forward procurement pipelines, and changing pre-qualification systems. Two categories, Building Construction and Maintenance and Information Communication and Technology presented on how they are delivering government priorities.	**Action 3.3.1** BCM Category to provide out of session response to question on notice.

0018

Meeting outcomes

No	Agenda item	Meeting Summary	Action
		Building, Construction and Maintenance (BCM) – summary of key points • BCM is working on ways to leverage category spend to create jobs while delivering value for money; achieve better outcomes by improving forward planning, notification and accessibility, and streamlining tendering processes. • They are identifying increased opportunities for SMEs through whole-of-government approaches such as the supply and distribution of smoke alarms; and developing a standard suite of contracts to ensure consistency with information easily accessed on a new web presence. • The BCM has 12 members and its Industry Reference Group has 16 members. The group has also developed a Building Contractors Category Plan that targets 51% of BCM spend. • The BCMs future focus is on developing a unique identification format to enable a consistent approach to track projects and spend; they will continue to work on data warehouse and visibility of projects; enhance an online search tool; and establish regional pre-deliver work plans to avoid peaks and troughs. Master Builders Queensland asked about the BCM web presence project. Don Rivers informed that it is a work in progress, and he would take this question on notice and advise as soon as possible. **Information, Communication and Technology (ICT) – summary of key points** • ICT initiatives for implementing the QPP have included embedding policy requirements; identifying opportunities; developing an Industry Engagement Action Plan; and establishing common use supply arrangements. • Initiatives for increasing SME participation have included developing a new contracting framework; removing industry accreditation that supports small business; changes to the SME participation scheme; and holding "talk it up" forums. • ICT has embarked on a program of improving its data quality, analytics and dashboards to ensure evidence based decisions are made when going to market. • ICT also publishes a six-month forward procurement schedule. Members noted positive feedback from industry, especially with the exemption of QAssure.	
4.	Compliance coordination and referral framework	The Chair noted that a Compliance Coordination and Referral Unit (CCRU) has been established to ensure commitments are upheld when contracting with government. The	Nil

0019

Meeting outcomes

No	Agenda item	Meeting Summary	Action
		Chair noted that Nous Group has been appointed to further develop the CCRU Framework and was at the meeting to present an update to members. Nous noted that: • The unit will continue to receive complaints, refer these to the agency concerned, and help to finalise matters. • The unit will act as a 'check and balance' to ensure suppliers meet all commitments but is not expected to duplicate existing procedures. • Stakeholder consultation has commenced to seek advice on the framework going forward. Nous sought feedback from members on what role the CCRU should take going forward to ensure fair outcomes for suppliers and what issues government should be aware of. Members indicated key issues include compliance, standards, controls and measures, communication, overstatements, lessons learnt, priorities, opportunities and information gathering. In conclusion Nous commented that they would move quickly over the next two months and would seek further feedback from members as the model is tested and refined. It is expected that recommendations will be made late November 2017.	
5.	Other Business	**Guidance materials** The Chair noted that guidance material was being developed for agency use to support the implementation of the Procurement Strategy and Policy. Drafts of the Local Benefits Test, Optimising Opportunities for Local Suppliers, Probity and Integrity in Procurement, and Putting Queenslanders first when Securing Value for Money were tabled for review. The Chair asked copies be circulated to members for feedback by 12 November 2017.	**Action 3.5.1** Circulate draft guides to members for feedback by 12/11/17.
6.	Meeting close	The Chair thanked those in attendance for their time and contribution to today's discussion.	

This summary of key issues discussed and decisions made is approved for publishing by the Chair.

Next meeting:

Date	March 2017 to be confirmed
Venue	1 William Street

0020

Procurement Industry Advisory Group

Meeting outcomes

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Meeting #	**4**
Date	**01 March 2018**
Time	**2.00 – 3.30 pm**
Venue	**Queensland Room, Level 41, 1 William Street, Brisbane**
Members	Maree Adshead, Queensland Small Business Champion Paul Bidwell, Master Builders Queensland Jillian Carney, Consult Australia Mel Greenall, Australian Institute of Architects Mark Henley, Queensland Council of Social Service Mel Ireland, Australian Industry Group Damian Long, Civil Contractors Federation Ros McLennan, Queensland Council of Unions Julie Mills, Association of Professional Staffing Companies Richard Nelson, National Disability Services Queensland Mark Nicholls, Australian Information Industry Association Teresa Scott, Australasian Procurement and Construction Council Nick Tate, Australian Computer Society Steve Turner, Institute of Management Consultants Kate Whittle *(proxy for Stephen Tait)*, Chamber of Commerce and Industry Queensland Kimberley Dripps, Department of Housing and Public Works
Guests	Richard Cassidy, OCA-P, Department of Housing and Public Works Sacha Gibson, Department of Housing and Public Works
Apologies	Liza Carroll, Department of Housing and Public Works Elizabeth de Somer, Medicines Australia Polo Guilbert-Wright, Medical Technology Association of Australia Stephen Tait, Chamber of Commerce and Industry Queensland
Secretariat	Lianne Allison, OADG, Department of Housing and Public Works

Meeting outcomes

No	Agenda item	Meeting Summary	Action
1.	Welcome and apologies Conflicts of interest Meeting outcomes Action log	The acting Chair welcomed members and noted apologies. No conflicts of interest were raised and members agreed this will be removed from future agendas. Members: ratified minutes from previous meeting (27/09/17) as a true and accurate record and action log noted.	**Action 4.1.1** Secretariat to remove Conflicts of Interest from agenda template
2.	SME Guidance Materials – strategies for winning government contracts	The Executive Director OCA-P provided members with a brief overview of the proposed SME guidance materials and asked members for advice on what topics the guidance materials should cover and preferred format. Members provided advice that SME guidance should cover the following topics: • Q&A style on how to do business with the Queensland Government • Where possible include case studies or worked examples • Transparency and visibility of process (including closed tenders) • How to find opportunities including local government tenders • An approach for unsolicited proposals • Requesting feedback when unsuccessful • How to partner or form a joint venture • Do's and Don'ts of government procurement • Capability building including how to write for government tender responses. Member comments relating to format of guidance materials included: • Online digital format but must be easy to find • Tailored to differing starting levels of knowledge and understanding • Plain simple language • Opportunity to leverage industry association and peak bodies existing communication channels	
3.	Supplier Code of Conduct	The Executive Director OCA-P provided members with a brief overview of the proposed Supplier Code of Conduct. Members were supportive of a code but queried if: • Agencies would also be subject to compliance and how this is to be monitored • Will the code be enough to ensure supplier compliance	**Action 4.3.1** Members agreed to provide feedback on a proposed Queensland Government Supplier Code of Conduct (code) out of session by 16 March 2018

0022

Meeting outcomes

No	Agenda item	Meeting Summary	Action
		• Subjective codes will be enforceable when referenced in contracts • Supplier / subcontractor payment security will be included • OCA-P had reviewed the UK government's code of conduct • Concerns about Code of Conduct being written into contracts	
4.	Delivering on government priorities	The acting Chair provided a brief update on QPP implementation activities and asked members for their observations and comments regarding how well they thought implementation had gone. Members noted the QPP update and provided a range of their observations and advice on implementation to date. Common themes included: • In some cases, it is too early to tell • The definition of local and application of the local benefits test is not being consistently applied across agencies • HPW was further advanced in implementation than other large agencies • Contracts in regional communities still being awarded to SEQ based businesses and that the expected supplier diversity had not yet been achieved • Government need to keep focused on supply market development activities • Compliance both supplier and agency should be further strengthened • The local benefits test needs to be more prescriptive about ensuring quality, secure ongoing jobs • Trade Unions were yet to be invited to participate in industry advisory groups • Other states and territories are watching Queensland's approach closely • The Queensland Building and Construction Training Policy apprenticeship target was causing issues in regional Queensland The Director Category Management, General Goods and Services (GGS) Category provided a brief presentation outlining for members GGS examples of how they have implemented the QPP and are making it easier for industry to do business with government.	**Action 4.4.1** OCA-P to survey PIAG members on QPP implementation **Action 4.4.2** Next agenda BCM Category to present forward procurement pipeline work being done to smooth peaks and troughs in regional capital programs
5.	Other Business	Members provided positive feedback on an annual procurement industry forum, including potential topics of interest, structure, length of the forum and location. It was suggested that the inaugural forum be held in either May or June this year and that interactive workshop streams (breakouts) be added to the proposed agenda.	

0023

Meeting outcomes

No	Agenda item	Meeting Summary	Action
6.	Meeting close	The acting Chair thanked those in attendance for their time and contribution to today's discussion and noted that the next meeting is expected to be held in August 2018.	

Next meeting:

Date	August 2018 (TBC)
Venue	Queensland Room, Level 41, 1 William Street, Brisbane

0024

Kristian Marlow

From: QGP - PIAG Secretariat <[redacted]>
Sent: Friday, 26 July 2019 3:44 PM
To: [redacted]
Cc: DG Administration; BAILEY Sharon; LACEY Peter; COLLINS Megan
Subject: Ethical Supplier Mandate and Ethical Supplier Threshold- now released

Good afternoon everyone

Following on from our meeting on 15 July, I am pleased to advise that the Ethical Supplier Mandate and Ethical Supplier Threshold information is now available at www.hpw.qld.gov.au/Procurement/ProcurementStrategy/Policy/Pages/EthicalSupplierMandateThreshold.aspx

You will recall that the Mandate will only apply to contracts that have commenced after 1 August 2019 and that we are implementing this in a staged fashion, starting with the Building Construction and Maintenance category, so that we can learn and review the scheme progressively.

I would like to thank you for your input to date and welcome the opportunity to continue to engage with you. If you would like to make a time to meet, please do not hesitate to contact my office on [redacted] or at [redacted]

If you have any questions in the meantime please contact me, or Peter Lacey on 3215 3508.

Regards
Sharon

Sharon Bailey
A/Deputy Director-General and Chief Advisor Queensland Government Procurement
Portfolio Strategy Division
Department of Housing and Public Works
[redacted]
www.hpw.qld.gov.au

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Thank you.

[redacted] sturner ; 'John Martin'
Cc: BAILEY Sharon ; Tony James ; COLLINS Megan ; SMITH Brendan ; WILSON James
Subject: IN CONFIDENCE: Invitation to comment: Due 9 am Monday 4 November 2019
Importance: High

Dear PIAG member

Thank you for attending today's consultation session on the *Best Practice Principles implementation and the Ethical Supplier Mandate rollout*.

Attached to this email for your reference is a copy of the presentation slide deck provided today (including the Best Practice Principles customer journey map), along with a copy of the minimum conditions.

Please note **the documents attached to this email are provided in-confidence** for your reference only, and to inform any feedback you may wish to provide. They are also provided on the basis that they are not published externally or otherwise distributed broadly.

Next steps

As outlined at the session, your initial feedback on both the review of the *Best practice principles: Quality, safe workplaces* guidance, along with minimum conditions, is sought by **9 am Monday 4 November 2019**. This feedback can be sent via email to Sean Lim [redacted] and James Wilson [redacted]

In addition, your progressive feedback on the Ethical Supplier Mandate – rollout approach for other categories and sectors is also sought. This can be provided via email to the Queensland Procurement Policy Compliance Unit at [redacted]

Also attached to this email to assist you in providing feedback is:

- a single document containing the consultation questions from today's presentation for the Best Practice Principles, minimum conditions, and Ethical Supplier Mandate rollout
- an Excel template which can be used to provide feedback should you wish (use of this template is optional).

In providing feedback please provide a single authorised response on behalf of your organisation, clearly nominating the person who has authorised the response.

Lastly, for your reference, please find below links to:

- the current *Best practice principles: Quality, safe workplaces* guidance
- further information regarding the Ethical Supplier Mandate.

Should you have any further queries please contact me on [redacted]

Thanks again

Peter Lacey
Acting Executive Director | Office of the Chief Advisor – Procurement
Queensland Government Procurement | Department of Housing and Public Works
[redacted]
www.hpw.qld.gov.au

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I acknowledge the traditional custodians past and present on whose land I walk, I work, I live and respect.

Kristian Marlow

From: QGP Ethical Supply [redacted]
Sent: Friday, 19 November 2021 8:17 AM
To: QGP Ethical Supply
Cc: QGP - PIAG Secretariat; Bharat Kumar
Subject: Expansion of Ethical Supplier Mandate to Government-owned Corporations and Statutory Bodies - Implementation date - 1 February 2022

Good morning

I am emailing you as a member of the Procurement Industry Advisory Group (PIAG) to advise of recent enhancements to the Ethical Supplier Mandate (the Mandate). Executive Government recently endorsed the expansion of the Mandate to all procurement carried out by all Statutory Bodies (excluding Queensland Rail and Seqwater) and special purpose vehicles within the categories of Building Construction and Maintenance (BCM) and Transport Infrastructure and Services (TIS), with a target implementation date of 1 February 2022.

The application of the Mandate is also approved in principle to Government-owned Corporations (GOCs), commercial statutory bodies (Queensland Rail and Seqwater) and commercial Water Boards (Gladstone Area Water Board and Mt Isa Water Board), subject to the results of consultation between the respective Boards of these entities and their shareholding/responsible Ministers, with a target implementation date of 1 February 2022.

Background

- The Mandate and the Ethical Supplier Threshold (the Threshold) are an integral part of the Buy Queensland procurement approach and Queensland's economic recovery plan. They are complementary policy provisions of the Queensland Procurement Policy (QPP).
- The QPP (including Best Practice Principles and the Best Practice Industry Conditions) already apply to GOCs and statutory bodies.
- The Threshold also applies to these entities. The Threshold has applied to GOCs and statutory bodies since 2019, and the Mandate is now being expanded to include all GOCs and statutory bodies in existing procurement categories of BCM and TIS.

In preparation for government's broader consideration of this policy, the following has occurred:

- in March 2020 and Jan-Feb 2021, broad stakeholder consultation with government agencies (including with GOCs and statutory bodies) regarding the reforms and updates to the Mandate; and
- targeted consultation with GOCs and statutory bodies in relation to the expansion of the Mandate in the BCM and TIS procurement categories in June 2021.

Expanding the Mandate to all government agencies in the procurement category of BCM and TIS ensures that government is:

- protected against reputational risk, and
- consistent in the treatment of suppliers, as the Mandate currently applies to budget sector agencies in the categories of BCM and TIS and this ensures government only does business with ethical suppliers.

Implementation support

- The Department of Energy and Public Works (DEPW) will conduct introductory, capacity building workshops and training sessions for GOCs and statutory bodies ahead of the target implementation date of 1 February 2022; and

- Agencies will receive extensive guidance material (including standard operating procedures, supporting contract clauses and templates) to support implementation. These will also be available on the Queensland Government website.

If you have any questions or would like to discuss, please do not hesitate to contact Policy & Implementation Unit [redacted]

Thanks,

Sharon Bailey
Deputy Director-General
Queensland Government Procurement
Department of Energy and Public Works
[redacted]

Queensland Government

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Thank you.

Procurement Industry Advisory Group

Meeting outcomes

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Meeting #	**6**
Date	**19 March 2019**
Time	**12.00 – 2.00 pm**
Venue	[redacted]
Members	Liza Carroll, Department of Housing and Public Works *(Chair)* Laura Barnes, Queensland Council of Social Service *(proxy for Mark Henley)* Paul Bidwell, Master Builders Queensland Andrew Bowskill, Medicines Australia *(proxy for Elizabeth de Somer)* Jillian Carney, Consult Australia Mel Greenall, Australian Institute of Architects Mel Ireland, Australian Industry Group Damian Long, Civil Contractors Federation Queensland John Martin, Queensland Council of Unions Julie Mills, Association of Professional Staffing Companies Mark Nicholls, Australian Information Industry Association Teresa Scott, Australasian Procurement and Construction Council Kimberley Swords, Department of Housing and Public Works Stephen Tait, Chamber of Commerce and Industry Queensland
Guests	The Hon. Mick de Brenni MP, Minister for Housing and Public Works, Minister for Digital Technology and Minister for Sport Daniel Lato, Senior Policy Advisor, Office of the Hon. Mick de Brenni MP
Apologies	Maree Adshead, Queensland Small Business Champion Paul Bidwell, Master Builders Queensland Elizabeth de Somer, Medicines Australia Mark Henley, Queensland Council of Social Service Clinton Huff, Regional Procurement Champion Ros McLennan, Queensland Council of Unions Sandra Marjanovic, Medical Technology Association of Australia Ian Montague, National Disability Services Dr Nick Tate, Australian Computer Society Steve Turner, Institute of Management Consultants Leesa Watego, South East Queensland Indigenous Chamber of Commerce and Aboriginal and Torres Strait Islander Procurement Champion
Observer	Paul Hauenschild, A/Executive Director, OCA-P, Department of Housing and Public Works Megan Collins, Director, OCA-P, Department of Housing and Public Works Frank Dinneen, Social Procurement Advisor, OCA-P, Department of Housing and Public Works
Secretariat	Donna Ah See, Office of the Chief Advisor-Procurement, Department of Housing and Public Works

Meeting outcomes

No	Agenda item	Meeting Summary	Action
1.	Welcome and apologies Meeting outcomes Action log	The Chair welcomed members and noted apologies. The minutes of the previous meeting (25/10/18) were ratified by members as a true and accurate record. It was noted that action item 5.1.1 'Improving collaboration with Industry' was completed but would remain open to ensure continued engagement. Queensland Council of Unions indicated they were not aware of which unions where on each committee. The Chair requested that a spreadsheet showing member organisations for each Industry Reference Group be updated and circulated with future minutes.	**Action 6.1.1** Membership of Industry Reference Groups to be updated and circulated with minutes
2.	Minister for Housing and Public Works, Minister for Digital Technology and Minister for Sport	The Minister thanked members and department officials for their ongoing contribution and work to delivering goals for Queensland Government and noted the following achievements over the last six months - • 185,000 new jobs created by Queensland businesses but unemployment remains stubborn most likely due to interstate migrations • Flood recovery in north Queensland progressing well with 99% of 3,027 work orders given to Townsville based businesses • 93 Queensland based businesses have registered for the Queensland Government food and beverage supplier directory • Buy Queensland industry event and awards ceremony to be held later this year celebrating Buy Queensland principles and recognising excellence in supply to government • Procurement needs to be at the forefront of Ministers and Director-Generals with a focus on applying Queensland based approach To lift the importance, it was suggested that procurement should be added as a category to the Premier's Excellence Awards. The Supplier Demerit Scheme was also raised and the Minister indicated that briefing sessions would be held soon prior to public announcement.	**Action 6.2.1** Supplier Demerit Scheme briefing sessions to be held with industry prior to public announcement
3.	Forward procurement pipeline and interactive dashboard demonstration	Members were provided with an update on the Building Construction and Maintenance Forward Procurement Pipeline (FPP) and noted -	**Action 6.3.1** Public facing Forward Procurement Pipeline

0031

Meeting outcomes

No	Agenda item	Meeting Summary	Action
		• Opportunities to achieve better outcomes for agencies and local supply market, more effective forward capital planning, and better collaboration through state-wide pre-delivery meetings • Able to provide detailed WoG overview and capital activity by region and category spend as well as number of assets by agency and asset locations by sub-agency • Contractor overview included capital works by contractor spend and projects, contractors by skill and spend localisation • Internal facing pipeline used by capital planners in pre-delivery meetings Members were also given a demonstration of the Forward Procurement interactive dashboards and noted – • Single point of reference on potential procurement activities across government • Provides a consolidated pipeline for all six procurement categories • User friendly with a range of filters and links to identify opportunities • Content currently updated on quarterly basis from QTenders but looking to ultimately embed live data The Minister suggested that after some adjustments have been made to the public facing pipeline, OCA-P meet with industry organisations to demonstrate how to use the data.	demonstrations to be held with industry members after adjustments have been made
4.	Delivery of government priorities	**4.1 '*Buy Queensland first*' food and beverage implementation** Members were advised that the '*Buy Queensland first*' food and beverage supplier directory would be rolled out and available to government buyers in April. It was noted that 93 Queensland businesses had registered to date but with only a limited number in the catering and event space. Enhancements have been made to the registration system and suppliers will be able to update their listing and include a company profile as well as images of their products. The Advisory Group were asked to promote the register through their own networks. **4.2 Queensland Indigenous Procurement Policy (QIPP)** Members were provided with an overview of the QIPP and noted the following - • QIPP was introduced in 2017. It does not apply to Government Owned Corporations or Statutory Bodies • Objectives include creating jobs and increasing economic and social participation	

0032

Meeting outcomes

No	Agenda item	Meeting Summary	Action
		• Business development, tracking progress and creating opportunities remain implementation priorities as well as enhancing the Black Business Finder, increasing capability and creating tools to support buyers • Increase registration, develop communication tools and promote QIPP have also been identified at essential strategies • Over last 5 years data spend increased from $26m to $305m and the number of indigenous businesses increased from 52 to 427 • Will deliver over next six months findings of the QIPP survey, deliver improved version and rename BBF, strategic partnerships, focus on quality of data It was also noted that the Business and Innovation Reference Group receive detailed reporting on a quarterly basis. Total spend was currently tracking at 2.3% with a target of 3% in 2022.	
5.	Supporting local enterprise including textile, clothing and footwear	Members noted the paper submitted by the Queensland Council of Unions on Ethical Clothing Australia and general commentary on industry non-compliance. The Minister noted that main problem was tackling the issue of exploitation which was firmly on the government agenda and commented as follows - • Committed to doing business with ethically, environmentally and socially responsible suppliers • Queensland Government's procurement strategy supports the purchase of textile, clothing or footwear products from ethical manufacturers and suppliers where possible • Queensland Government's Supplier Code of Conduct requirements • QPP Compliance Unit established to meet government commitments • Guidance for government buyers on how to screen supply chains • Amend QPP to require ECA accredited products It was commented that while the ECA proposal was not the only answer, companies need to understand that if they are seeking to do business with government then they need to understand the origin of their product. The Minister proposed that he write to QCU and if in agreement, recommend to the Department that they include in their guidance material, ways procurement officers can meet these obligations.	**Action 6.5.1** Prepare Ministerial letters

0033

Meeting outcomes

No	Agenda item	Meeting Summary	Action
		The Minister also indicated he would write to ministerial colleagues, whose agencies invest considerable dollars in clothing or textiles such as Police, Ambulance, Fire and Building and Asset Services, for information about purchasing decisions and ethical supplier requirements. A role for the QPP Compliance Unit was also noted. Findings to be reported back to the Advisory Group.	
6.	Other business	**6.1 Key issues for next meeting** • Implementation of Best Practice Principles • Supporting local enterprise, including textile, clothing and footwear	

Next meeting:

Date	15 July 2019
Venue	1 William Street

0034

Procurement Industry Advisory Group

Meeting outcomes

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Meeting #	**7**
Date	**15 July 2019**
Time	**1.30 – 3.30 pm**
Venue	[redacted]
Members	Liza Carroll, Department of Housing and Public Works *(Chair)* Leesa Watego, Aboriginal and Torres Strait Islander Procurement Champion Julie Mills, Association of Professional Staffing Companies Teresa Scott, Australasian Procurement and Construction Council Mel Ireland, Australian Industry Group Stephen Tait, Chamber of Commerce and Industry Queensland Damian Long, Civil Contractors Federation Queensland Steve Turner, Institute of Management Consultants Paul Bidwell, Master Builders Queensland Betsy Anderson-Smith, Medicines Australia *(proxy for Elizabeth de Somer)* Ruchi Kanojia, Medical Technology Association of Australia Mark Henley, Queensland Council of Social Service Clinton Huff, Regional Procurement Champion Sharon Bailey, Department of Housing and Public Works
Guests	The Hon. Mick de Brenni MP, Minister for Housing and Public Works, Minister for Digital Technology and Minister for Sport Chris Burns, Policy Advisor, Office of the Hon. Mick de Brenni MP
Apologies	Dr Nick Tate, Australian Computer Society Mark Nicholls, Australian Information Industry Association Mel Greenall, Australian Institute of Architects Jillian Carney, Consult Australia Elizabeth de Somer, Medicines Australia Ian Montague, National Disability Service Michael Clifford, Queensland Council of Unions Maree Adshead, Queensland Small Business Champion
Observer	Megan Collins, A/Executive Director, OCA-P, Department of Housing and Public Works Peter Lacey, Director, OCA-P, Department of Housing and Public Works
Secretariat	Donna Ah See, Office of the Chief Advisor-Procurement, Department of Housing and Public Works

Meeting outcomes

No	Agenda item	Meeting Summary	Action
1.	Welcome and apologies Meeting outcomes Action log	The Chair welcomed all in attendance and noted apologies. The minutes of the previous meeting (19/03/19) were endorsed as a true and accurate record and the action log noted as follows – Item 17 - to remain open as the Social Services Category Council was yet to meet. Item 25 - open, ongoing Item 26 - open Item 27 - open, ongoing	
2.	Minister for Housing and Public Works, Minister for Digital Technology and Minister for Sport	The Minister thanked members for their ongoing work and noted the following achievements since the last meeting – • Budget included a $13 billion capital works program. 207,000 jobs have been created in Queensland since 2015 with almost all in small and medium enterprises. Payroll tax initiatives will also go a long way towards supporting businesses in Queensland. • *Buy Queensland* roadshows have concluded with over 900 suppliers attending across the State. • The Forward Procurement Pipeline will be launched on 28 August in conjunction with the *Buy Queensland* Suppliers Awards. • Pursued advice from agencies regarding the government's firm intention that Textile, Clothing and Footwear products are purchased from ethical suppliers and manufacturers. • The Queensland Government Food and Beverage Supplier Directory continues to grow and will also be made available to the public later this year. • Last year the Queensland Procurement Policy was updated to include Best Practice Principles (BPP). Guidance underpinning the BPPs will be reviewed later this year. The question was raised as to whether social enterprises could be captured in reporting data. As Aboriginal and Torres Strait Islander businesses, small and medium enterprises and Social Enterprises were not captured in QTenders the Minister asked the department to look at how this can be resolved.	**Action 7.2.1** Circulate web-link to the *Buy Queensland* Roadshow materials. **Action 7.2.2** OCA-P to review how Aboriginal and Torres Strait Islander business, small and medium enterprise and social enterprise data can be captured and reported
3.	Supplier Diversity on Common-use-Supply Arrangements	Members noted draft guidance material incorporating supplier diversity on common-use supply arrangements had been developed in consultation with the Aboriginal and Torres Strait Islander Business and Innovation Reference Group and key agencies and commented as follows -	

0036

Meeting outcomes

No	Agenda item	Meeting Summary	Action
		• Training and support was essential as many businesses do not qualify. • Need to be proactive and tap into organisations that are capable. • Directories of Aboriginal businesses and Torres Strait Islander businesses need to be up to date so that agencies can use with certainty. At the moment Supply Nation remains the main source of information. • Share local intelligence with people across government while directories are being resolved. Continue work with DATSIP. • Include diversity strategy in procurement plan, help scale businesses up to supply government.	
4.	Ethical Supplier Mandate and Ethical Supplier Threshold	Members were provided with an update on the Ethical Supplier Mandate which was previously known as Supplier Demerit Scheme and noted the following - • Implementation will start with the category Building Construction and Maintenance followed by Transport Infrastructure and Services to allow for tweaking before applying across broader categories. • A number of review points have been built in with a major review to be carried out before June 2020. • Mandate will apply to all contracts post 1 August and not retrospective. • Communication with industry essential prior to commencement. • No intent to replicate what industry already does. • Good contract management will still be required. It was also noted that an Ethical Supplier Threshold had been developed in response to the Parliamentary Wage Theft inquiry. The Threshold, which applies to all suppliers to government, will also commence on 1 August. Guidance material, fact sheets and messaging were currently being drafted.	
5.	Delivery on Government Priorities	**Best Practice Principles** It was noted BPPs were introduced in 2018 and a range of guidance material was developed. Material will be updated by the end of the year to provide better clarity and incorporate lessons learned. The Chair asked the department to seek feedback from members and report at the next meeting.	**Action 7.5.1** OCA-P to seek feedback from members on BPP guidance as part of guidance review and provide update at next meeting.

0037

Meeting outcomes

No	Agenda item	Meeting Summary	Action
		***'Buy Queensland first'* food and beverage commitment** Members were advised the Queensland Government Food and Beverage Supplier Directory had been released to government and will be launched to the public in August. It was noted that registrations are not published until verified. **Category Council Industry Reference Groups** Membership of the Category Council Industry Reference Groups was tabled at the meeting except for Social Services which is still pending. The Minister asked that this be updated and circulated with the discussion outcomes.	**Action 7.5.2** Membership of Category Council Industry Reference Groups to be updated and circulated
6.	Supporting Local Enterprises	Members were advised that government agencies were taking the procurement of Textile, Clothing and Footwear (TCF) from ethical suppliers and manufacturers seriously. To keep momentum going and in the right direction, the Minister suggested that a PIAG sub-committee be formed. Members were invited to nominate for the sub-committee. The Minister also requested a flowchart about how procurement policies including the Ethical Supplier Mandate fit together.	**Action 7.6.1** OCA-P to seek representatives for TCF sub-committee **Action 7.6.2** OCA-P to create flowchart and circulate to members.
7.	Other Business	**Next meeting** *Buy Queensland* Supplier Awards Feedback on BPP implementation and guidelines First look at Ethical Supplier Mandate implementation	

0038

Next meeting:

Date	To be confirmed (September 2019)
Venue	1 William Street, Brisbane

Procurement Industry Advisory Group

Meeting outcomes

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Meeting #	**8**
Date	**20 November 2019**
Time	**11.30am – 1.30 pm**
Venue	[redacted]
Members	Liza Carroll, Department of Housing and Public Works *(Chair)* Maree Adshead, Queensland Small Business Champion Sharon Bailey, Department of Housing and Public Works Paul Bidwell, Master Builders Queensland Michael Clifford, Queensland Council of Unions Alice-Anne McRobbie, Australian Institute of Architects (teleconference) Mark Henley, Queensland Council of Social Service Ruchi Kanojia, Medical Technology Association of Australia Damian Long, Civil Contractors Federation Queensland Julie Mills, Association of Professional Staffing Companies (teleconference) Mark Nicholls, Australian Information Industry Association Stephen Tait, Chamber of Commerce and Industry Queensland Dr Nick Tate, Australian Computer Society Steve Turner, Institute of Management Consultants
Guests	The Hon. Mick de Brenni MP, Minister for Housing and Public Works, Minister for Digital Technology and Minister for Sport Chris Burns, Policy Advisor, Office of the Hon. Mick de Brenni MP John Martin, Queensland Council of Unions
Apologies	Jillian Carney, Consult Australia Clinton Huff, Regional Procurement Champion Mel Ireland, Australian Industry Group Ian Montague, National Disability Service Teresa Scott, Australasian Procurement and Construction Council Leesa Watego, Aboriginal and Torres Strait Islander Procurement Champion
Observer	Peter Lacey, A/Executive Director, OCA-P, Department of Housing and Public Works
Secretariat	Dorothy Young, Department of Housing and Public Works

Meeting outcomes

No	Agenda item	Meeting Summary	Action
1.	Welcome and apologies Meeting outcomes Action log	The Chair acknowledged the Traditional Owners, welcomed all in attendance and noted apologies. Members noted Leesa Watego's resignation (19/11/19) and acknowledged her contribution to Queensland Government procurement in her role on PIAG. The minutes of the previous meeting (06/08/19) were endorsed as a true and accurate record and the action log noted as follows: • Item 17 – to remain open, meeting made with Social Services Category Council - under review. • Item 27 – closed. • Item 30 – to remain open, working with Department of Aboriginal and Torres Strait Islander Partnerships and Department of Employment, Small Business and Training. ***Buy Queensland* working group:** • Discussion held highlighting the need to ensure contracts renewed are made compliant with the *Buy Queensland* approach. • Particular areas of concern highlighted: prisons and hospitals. • Formation of a working group with the following members was agreed upon to report back at the next meeting: o Michael Clifford, Queensland Council of Unions o Stephen Tait, Chamber of Commerce and Industry Queensland o Mark Henley Queensland Council of Social Service.	**Action 8.1.1 & 8.1.2** OCA-P to undertake Forward Procurement Pipeline presentation with: • Queensland Council of Unions • Chamber of Commerce and Industry Queensland. **Action 8.1.3** OCA-P to amend the *Queensland Government procurement policy environment* flowchart to include social procurement example. **Action 8.1.4** PIAG members working group be formed to develop a proposal for promoting the role of industry groups in advising suppliers on how to comply with the *Buy Queensland* approach. **Action 8.1.5** *Buy Queensland* working group to provide status reports to PIAG.
2.	Minister for Housing and Public Works, Minister for Digital Technology and Minister for Sport	The Minister thanked members for their ongoing work and noted the following achievements since the last meeting: • ***Buy Queensland* Supplier Awards** 28 August 2019 o Awards acknowledged Queensland jobs and excellence in training. • ***Buy Queensland* Roadshows** 2019 o 904 suppliers across 9 locations – will be continued into 2020.	

0040

		• **Food and Beverage Supplier Directory** launch
		  ○ Registrations currently sitting at 305
		  ○ Regional visits - Cairns, Rockhampton
		  ○ Achieving changes in the way government agencies buy local food and beverages.
		• **Ethical Supplier Mandate**
		  ○ progressive rollout implemented 1 August 2019 commencing with Building Construction and Maintenance category
		  ○ Transport Infrastructure and Services category commenced 1 October 2019
		  ○ Remaining categories to commence 2020 following a review.
		• **Ethical Supplier Threshold**
		  ○ From 1 August 2019 - demerit points can be accrued on contracts commencing after that date. No retrospective application
		  ○ Ensure wage theft prevention remains a focus point
		  ○ High-level overview of current investigations provided.
		• **Best practice principles**
		  ○ Update provided including the need to identify a clearer pathway and simplify projects.	

3.	Continuing consultation • Best practice principles • Ethical Supplier Mandate and Ethical Supplier Threshold • Outcomes from workshop 25/10/19	Members were thanked for their recent workshop participation. Members noted progress since the consultation, including proposed minimum conditions, during October/November. Members contributed the following comments: • Stimulation of local suppliers required to ensure local people are employed • Sourcing and/or maintaining skilled labour in regions where there is inequity in pay e.g. Cairns • Better skilled workforce management to ensure coverage and affordability with living costs with the large variation of wages in the regional • Ensure minimum conditions (costings) are offered e.g. Queensland Stadium • Allocate funds to pay people achieving social outcomes and delivering social infrastructure • Elevate work when the market drops off • Balance penalties made and applied within a contract vs.10 demerit points accumulated for no local content. Members were invited to provide any further feedback to inform the submission to government.	**Action 8.3.1** OCA-P to provide update to members on the best practice principles guidance review at future meeting.
4.	Textile, Clothing and Footwear (TCF) sub-	Members were provided with an update on the Textile, Clothing and Footwear (TCF) sub-committee:	**Action 8.4.1**

0041

	committee – future approach update	• Following the July 2019 meeting, it was noted that no nominations were received from the PIAG members invited to form the sub-committee.
		• Three options were presented, and a decision was made to form a working group from relevant:
		  ○ members of the General Goods and Services (GGS) Category Council and Industry Reference Group (IRG)
		  ○ agencies with significant TCF arrangements – DES, DoE, QH, PSBA, QFES, and QCS
		  ○ agencies to support TCF industry development – DESBT and DSDMIP.
		• Regular reporting to PIAG to occur through the GGS Category Council Chair.
		• Queensland Council of Unions representative, John Martin offered to contribute and has a manufacturing representative available.
			GGS to form TCF working group reviewing the current supply arrangements reporting back to PIAG.

5.	Modern Slavery – for input	Members provided advice on existing and planned activities industry are taking to respond to the *Modern Slavery Act 2018* (Cth) (the Act) commencing on 1 January 2019 including the following: • A number of corporations are working on this with many businesses with a turnover of $20m+ contributing to annual reports. • Member, Julie Mills shared that Queensland based company, Property Society of Australia, has built an online process that assists with checking the supply chain. • NSW is the only other government to work on this legislation. • Backpacker workforce is a key area for review. • QCU agreed to speak with labour hire companies and report back with comments.	**Action 8.5.1** Circulate website link checking the supply chains from Property Society of Australia. **Action 8.5.1** QCU to speak with labour hire companies and report back with comments.
6.	Strategic planning and forward program 2020 – interactive session	Advice was sought from members on the future opportunities and strategic areas of focus to form discussions for 2020. Challenges identified to address in the future are as follows: • How do we deal with existing policies and conditions - now vs. the future? • IT major projects - how to secure large IT contracts with minimum requirements and review learnings if not successful. • Local benefits threshold – engage discreet Indigenous committees and engagement of social security categories. • Small business challenges – look at ways to increase government spend and contribution making a commitment to minimal payment terms. • General – prompt payment across the board and email mitigation, fraud prevention. • Innovation – ensure we are giving enough time at the right points and drive the market and in turn the industry will be driven: ○ How do we have better benefits, provide more secure jobs for more people in 2020 and beyond?	

0042

		• Show good news stories – present scorecards about what is working well. • Employment outcomes – What is the spend for a particular project/committee? • Outsourcing - main suppliers contracting to subcontractors and below.	
7.	Other Business	The Chair wished the members a Happy Christmas and thanked members for their contributions during 2019.	

Next meeting:

Date	To be confirmed (2020)
Venue	1 William Street, Brisbane

0043

Procurement Industry Advisory Group

Agenda Item Paper

Meeting date:	20 November 2019
Agenda item:	6.0: Strategic planning and forward program 2020 – interactive session
Paper type:	**For Action: Preparation prior to attendance at meeting**
Sponsor(s):	Sharon Bailey, A/Deputy Director-General, Portfolio Strategy and Chief Advisor, Queensland Government Procurement, Department of Housing and Public Works

Recommendation: Seek advice from members on possible 2020 strategic procurement priorities to inform the PIAG forward program.

Setting the scene

The Office of the Chief Advisor – Procurement is planning the 2020 procurement program to inform future discussions of the committees, councils and advisory groups that make up the Queensland Government procurement governance model.

Members of the Procurement Industry Advisory Group are critical contributors to these discussions bringing a wealth of knowledge to the table. For the November meeting your role will be to think beyond your industry, to focus on outcomes for Queenslanders.

The intent of this item paper is to ensure that members are ready to participate in this interactive, focussed and strategic discussion.

The Office of the Chief Advisor – Procurement is researching national and international trends in procurement which will be shared with members during the November discussion.

All ideas will be captured and reviewed, with a final list of strategic areas of focus forming discussions for 2020.

Pre session preparation – advisory group members

Questions to consider prior to attendance at the November PIAG meeting:

- What do you see as the biggest 'disruptors' to procurement over the next few years? How should we respond to them?
- What do you see as future opportunities in procurement over the next few years that Queensland Government should keep on their radar?
- What are your members' top 2-3 biggest procurement challenges and what's the solution?

Procurement Industry Advisory Group

Meeting outcomes

Meeting #	9
Date	Wednesday 9 June 2021
Time	10.30am to 12.00pm
Venue	Meeting Room 1, Level 41, 1 William Street, Brisbane
Members	

Name	Title and organisation
Sharon Bailey	Deputy Director-General, Queensland Government Procurement, Department of Energy and Public Works *Acting Chair: Procurement Industry Advisory Group*
Maree Adshead	Queensland Small Business Commissioner *Small Business Champion*
Rebecca Andrews	State Head - Queensland, Influence and Policy, Australian Industry Group
Kristine Banks	Queensland Manager, Consult Australia
Paul Bidwell	Deputy Chief Executive Officer, Master Builders Queensland
Leah Cameron	Founder and Principal Solicitor, Marrawah Law *Aboriginal and Torres Strait Islander Procurement Champion*
Paul Dale *(Proxy for Dr Merrilyn Clancy)*	Director of Policy, Medical Technology Association of Australia
Michael Clifford	General Secretary, Queensland Council of Unions
Stacey De Calmer	Senior Community Capacity Officer, Queensland Council of Social Service
Ken Goldberg	Queensland Chapter State President, Institute of Management Consultants
Damian Long	Chief Executive Officer, Civil Contractors Federation Queensland
Teresa Scott	Executive Director, Australasian Procurement and Construction Council
Stephen Tait	Chief Executive Officer, Chamber of Commerce and Industry Queensland
Dr Nick Tate	National Vice President, Australian Computer Society

Guests	The Hon. Mick de Brenni MP, Minister for Energy, Renewables and Hydrogen and Minister for Public Works and Procurement Peter Clarke, Senior Policy Advisor, Office of the Minister for Energy, Renewables and Hydrogen and Minister for Public Works and Procurement
Apologies	James Purtill, Director-General, Department of Energy and Public Works (*Chair: Procurement Industry Advisory Group*) Dr Merrilyn Clancy, Senior Policy Officer, Medical Technology Association of Australia Lesley Horsburgh, Managing Director, Association of Professional Staffing Companies Clinton Huff, Operations Manager, North Queensland, Shamrock Civil (*Regional Procurement Champion*) Ian Montague, State Manager – Queensland, National Disability Service Mark Nicholls, Chair Queensland Council, Australian Information Industry Association
Observer	Peter Lacey, A/Executive Director, Queensland Government Procurement, Department of Energy and Public Works Megan Collins, Director Strategy and Frameworks, Queensland Government Procurement, Department of Energy and Public Works
Secretariat	James Wilson, Department of Energy and Public Works

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Meeting outcomes

No	Agenda item	Meeting summary	Action
1.	**Meeting open**		
	Welcome and apologies 1.1 Meeting outcomes – 20/11/2019 1.2 Action log 1.3 Action 35 – Policy Flowchart 1.4 Terms of Reference	Sharon Bailey opened the meeting, welcomed members, and acknowledged new Procurement Industry Advisory Group (PIAG) members. Outcomes from the meeting held 20/11/2019 were accepted. Paul Bidwell noted that Action 38 was referred to as closed. Paul requested that this action remain open for now, and that members be provided further advice prior to closing it; agreed. Action log otherwise accepted as presented. Updated Terms of Reference was provided to members with no objections raised; updated Terms of Reference accepted.	• Action 38 on the action log is to remain open, with further advice to be provided to PIAG members prior to closing.
2.	Minister for Energy, Renewables and Hydrogen and Minister for Public Works and Procurement	Minister welcomed and addressed members noting: • the appointment of a Minister for Procurement, and the importance the Premier places on the procurement function • good progress in procurement, particularly the exceeding of the 25 per cent small and medium sized enterprise (SME) target • future work in relation to procurement systems and compliance • the launch of the *Accelerated Builder / Consumer Dispute framework*, with members to be provided further information following the meeting • issues around insurance in civil and building construction, along with the need for more visible pipelines of future work • the desire for Queensland to become a renewable energy powerhouse, that existing renewable infrastructure is often sourced from overseas and the associated opportunity to develop this value chain in Queensland. Members briefly discussed: • the approach to measuring the SME procurement target • progress across the government's six procurement categories in relation to advancing government targets and commitments for procurement, mainly in	• Members to be provided further information about the *Accelerated Builder / Consumer Dispute framework*. • Members to be provided further advice about the specific actions each category is undertaking regarding government targets and commitments for procurement.

0046

Meeting outcomes			
No	**Agenda item**	**Meeting summary**	**Action**
		respect of SMEs and Aboriginal businesses and Torres Strait Islander businesses. Members noted an interest in better understanding what each category is specifically doing in this regard.	
Matters for advice			
3.	Key strategic priorities for the Procurement Industry Advisory Group (PIAG) 2021-22 *Discussion by members*	Sharon Bailey noted the summary of member feedback provided and invited members to comment further. Members noted: • the importance of pushing down actions to category councils • that South Australia has an industry advocate role, and that Queensland should either have a similar role or provide similar responsibilities to the pre-existing Small Business Commissioner • opportunities to better populate the Forward Procurement Pipeline, particularly for tenders related to the Department of Education and Queensland Health • barriers Information and Communication Technology (ICT) SMEs face, and that streamlining access to opportunities is important • a need to better understand perceived barriers (e.g. probity) • a need to provide case studies that demonstrate the policy is achieving its objectives • a need to ensure the Human Rights Act is properly actioned and referenced within procurement. In discussion, Sharon undertook to provide to members an update regarding: • the modern slavery project • work already underway that addresses the priority areas (as contained in the paper provided to members).	• Members to be provided an update on the modern slavery project. • Members to be provided information on work already underway to address their priority areas (as contained in the paper provided).
4.	Business Queensland Roadshows *Member views on topics for inclusion in future roadshows that your industry members would find useful; and could drive capability uplift for government buyers*	Sharon Bailey provided an overview of the proposed roadshows and invited members to provide their ideas following the meeting regarding content. Members are to be notified once the roadshow program has been finalised.	• Members to be provided further information about the roadshow program once finalised.

0047

Meeting outcomes			
No	**Agenda item**	**Meeting summary**	**Action**
5.	Procurement Maturity Project *Overview of the project*	Discussion of this agenda item was deferred, with a separate briefing for members to be scheduled.	• A separate briefing for members is to be held regarding the Procurement Maturity Project.
6.	**Other business**		
	6.1 Key issues for next meeting	Sharon Bailey invited members to suggest future topics following the meeting.	
	6.2 Meeting close	Sharon Bailey closed the meeting.	

Next meeting:

Date	9.30 to 11am Wednesday 20 October 2021 (to be confirmed)

0048

Kristian Marlow

From: QGP - PIAG Secretariat <[redacted]>
Sent: Tuesday, 31 August 2021 5:34 PM
To: James Purtill; [redacted]
Sharon Bailey; [redacted]
Damian Long; [redacted]
[redacted] Peter Lacey; James Wilson
Cc: QGP - PIAG Secretariat; Bharat Kumar; Chris Perkins
Subject: Enhancements to the Ethical Supplier Mandate and Ethical Supplier Threshold

Good afternoon

I am emailing you as a member of PIAG to advise of recent enhancements to the *Buy Queensland* procurement approach through the updated *Ethical Supplier Mandate 2021* (the Mandate). This enhanced policy comes into effect on 1 September 2021.
The Mandate is a tool of the *Buy Queensland* procurement approach with a commitment to enhanced compliance, removing unethical businesses from our supply chains and supporting business with ethical Queensland suppliers.

We have undergone significant consultation with a diverse range of stakeholders to design a robust and collaborative policy and are pleased to share the enhanced:

- *Ethical Supplier Mandate 2021*
- *Guidelines: Ethical Supplier Mandate* and
- *Guidelines: Ethical Supplier Threshold.*

You can find these updated documents on our website along with further information. This updated approach is further supported by a comprehensive suite of guidance material to support implementation.

Key updates to the *Ethical Supplier Mandate 2021* include:

- **Aggravated non-compliance** a new category of breach where 20 demerits or a sanction can be issued in severe cases of non-compliance;
- **Contractual options** for contract-based measures such as liquidated damages for breaches of the Mandate or Threshold and/or publication of suppliers subject to sanction;
- **Compelling evidence** of a Mandate or Threshold breach having occurred (e.g. pay slips indicating underpayment of wages or superannuation, or ATO records, bank statements) without the need for a regulator decision:
- **Procedural fairness** providing further clarity around points of natural justice, including the appeals process;
- **The Tripartite Procurement Advisory Panel** (the Panel) to supersede the existing Procurement Penalties and Sanctions Committee (PPSC). The Panel will be a tripartite expert body and comprise of equal representation from employers and unions and chaired by an independent government appointee.
- **Further implementation of the Mandate** to be considered in 2021 for the remaining procurement categories (Statutory Bodies, Government-Owned Corporations and special purpose vehicles including water bodies) in the current categories of spend:
  - Building Construction and Maintenance (BCM); and
  - Transport Infrastructure and Services (TIS).

These enhancements aim to:

- support increased compliance with the *Buy Queensland* procurement approach and further reinforce government's commitment to only buy from ethical suppliers;
- strengthen accountability by introducing a tripartite, expert advisory panel;
- respond and reflect feedback and lessons from initial implementation and consultation; and
- clarify the policy intent and implement more effectively.

Thank you to everyone who contributed to these enhancements. We encourage you to find out more about these updates and raise awareness of these changes within your networks.

Further information is available on our website, or you can contact the Ethical Supply Team on [redacted] (Option 3) or at [redacted]

Regards,

Sharon Bailey
Deputy Director-General
Queensland Government Procurement
Department of Energy and Public Works
[redacted]

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Thank you.

Kristian Marlow

From: QGP Ethical Supply <[redacted]>
Sent: Friday, 19 November 2021 8:17 AM
To: QGP Ethical Supply
Cc: QGP - PIAG Secretariat; Bharat Kumar
Subject: Expansion of Ethical Supplier Mandate to Government-owned Corporations and Statutory Bodies - Implementation date - 1 February 2022

Good morning

I am emailing you as a member of the Procurement Industry Advisory Group (PIAG) to advise of recent enhancements to the Ethical Supplier Mandate (the Mandate). Executive Government recently endorsed the expansion of the Mandate to all procurement carried out by all Statutory Bodies (excluding Queensland Rail and Seqwater) and special purpose vehicles within the categories of Building Construction and Maintenance (BCM) and Transport Infrastructure and Services (TIS), with a target implementation date of 1 February 2022.

The application of the Mandate is also approved in principle to Government-owned Corporations (GOCs), commercial statutory bodies (Queensland Rail and Seqwater) and commercial Water Boards (Gladstone Area Water Board and Mt Isa Water Board), subject to the results of consultation between the respective Boards of these entities and their shareholding/responsible Ministers, with a target implementation date of 1 February 2022.

Background

- The Mandate and the Ethical Supplier Threshold (the Threshold) are an integral part of the Buy Queensland procurement approach and Queensland's economic recovery plan. They are complementary policy provisions of the Queensland Procurement Policy (QPP).
- The QPP (including Best Practice Principles and the Best Practice Industry Conditions) already apply to GOCs and statutory bodies.
- The Threshold also applies to these entities. The Threshold has applied to GOCs and statutory bodies since 2019, and the Mandate is now being expanded to include all GOCs and statutory bodies in existing procurement categories of BCM and TIS.

In preparation for government's broader consideration of this policy, the following has occurred:

- in March 2020 and Jan-Feb 2021, broad stakeholder consultation with government agencies (including with GOCs and statutory bodies) regarding the reforms and updates to the Mandate; and
- targeted consultation with GOCs and statutory bodies in relation to the expansion of the Mandate in the BCM and TIS procurement categories in June 2021.

Expanding the Mandate to all government agencies in the procurement category of BCM and TIS ensures that government is:

- protected against reputational risk, and
- consistent in the treatment of suppliers, as the Mandate currently applies to budget sector agencies in the categories of BCM and TIS and this ensures government only does business with ethical suppliers.

Implementation support

- The Department of Energy and Public Works (DEPW) will conduct introductory, capacity building workshops and training sessions for GOCs and statutory bodies ahead of the target implementation date of 1 February 2022; and

- Agencies will receive extensive guidance material (including standard operating procedures, supporting contract clauses and templates) to support implementation. These will also be available on the Queensland Government website.

If you have any questions or would like to discuss, please do not hesitate to contact Policy & Implementation Unit on [redacted] or email [redacted]

Thanks,

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Sharon Bailey
Deputy Director-General
Queensland Government Procurement
Department of Energy and Public Works
[redacted]

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Thank you.

Queensland Government Procurement Industry Advisory Group

Terms of Reference

1. Purpose

The purpose of the Procurement Industry Advisory Group (PIAG) is to develop a closer working relationship between government and industry, by providing co-ordinated industry advice on matters of strategic importance between government and these stakeholders.

2. Responsibilities

The PIAG will provide:

- industry expertise and input regarding policy development, emergent trends and opportunities for improvement relating to procurement activities;
- views on industry requirements with regard to forward planning, for consideration as part of the publication of the Queensland Government's Forward Procurement Pipeline;
- views to the whole of government CEO Leadership Board on procurement-related issues of strategic importance between government and industry (via the Chair); and
- advice on sector-wide procurement matters, including industry standards, future directions, procurement strategy, and the impact of the Queensland Government's procurement management decisions on industry and the non-government sector.

3. Authority and decision-making

The PIAG is established by the Director-General of the Department of Energy and Public Works (DEPW), holding responsibility for Queensland Government Procurement. The PIAG will hold formal discussions and provide advice to the CEO Leadership Board as required (via the Chair).

This is an information and advisory body and not a decision-making body. To avoid any perceived or real conflict of interest or any other probity concerns, the PIAG is not involved in operational decision-making relating to procurement activities.

The authority of the PIAG will not override legislative authority of individual accountable officers. As such, as a collective it does not have authority to make binding decisions – relying instead on the cooperation of members.

4. Membership

There are 21 members of the PIAG:

- 12 x Peak industry bodies (2 per category)
- 1 x Aboriginal and Torres Strait Islander Procurement Champion
- 1 x Champion for small business
- 1 x Regional Procurement Champion

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- 3 x Peak industry bodies representing all categories
- 1 x Peak union body
- 1 x Representative for whole of government procurement
- 1 x Chair

The Minister for Energy, Renewables and Hydrogen and Minister for Public Works and Procurement, will be invited to attend PIAG meetings as a special invited guest.

The overall composition of the Committee may only be changed with the agreement of the Director-General, DEPW.

The term of membership of the Group will be two years, with the opportunity to rotate membership if required.

4.1. Observers and other participants

Where agreed by the PIAG Secretariat, other persons may observe or inform meetings of the Group. These attendees do not assume membership or participate as formal members of the PIAG. Requests must be made in writing to [redacted]

4.2. Secretariat

Secretariat support for the PIAG will be provided by Queensland Government Procurement, DEPW. Email contact for the Secretariat is [redacted]

4.3. Quorum and proxies

A quorum for the PIAG will be achieved if at least 50% or more of members including the Chair are in attendance.

If the Chair is absent from a meeting or vacates the Chair at a meeting, the Chair must appoint another person to act as the Chair on a temporary basis.

Persons officially acting in the role of a PIAG member may attend and participate in deliberations and/or contribute to discussions, provided they are suitably briefed prior to the meeting. With the prior approval of the PIAG Secretariat, a member may nominate a proxy to attend during the member's absence. Persons officially acting in the role of a member of the PIAG, or proxies nominated to attend by a member, have full participation rights and obligations and count towards the quorum.

In the absence of a quorum the meeting may continue at the Chair's discretion. Proxies are included in the determination of a quorum.

5. Meeting principles

5.1. Provision of Advice

An open and inclusive approach will be adopted to ensure all members have an opportunity to share the views of the peak industry body/small business they are representing and provide feedback on challenges impacting their industry.

5.2. Meeting frequency, agendas and discussion summary report

The PIAG will meet formally twice per year unless otherwise determined by the Chair.

Agendas will be issued a minimum of one week prior to the scheduled meeting with a meeting summary discussion report being distributed to attendees within two weeks of the scheduled meeting.

The Secretariat will maintain a record of agenda, discussion summary report and supporting documentation.

5.3. Use and Disclosure of Personal Information

All use and disclosure of personal information is to be in accordance with the Information Privacy Principles under the *Information Privacy Act 2009*.

5.4. Conflicts of interest

To avoid any perceived or real conflict of interest or any other probity concerns that may arise, the PIAG will not be involved in any operational decision-making relating to procurement activities.

5.5. Confidentiality

Information discussed during a PIAG may be of a sensitive nature. No member other than the Chair shall make public statements purporting to represent the view of the PIAG.

Members must not disclose official information or documents acquired as a consequence of membership of the PIAG, other than when the member has been given proper authority, by the Chair, to do so. Members must keep confidential all confidential information provided to them. Members may be asked to sign a deed relating to personal information, confidentiality and conflicts of interest.

6. Performance

A review of the performance of the PIAG, in line with its role and responsibilities will be conducted periodically as determined by the Chair

7. Member induction

New members will be offered an information session that will outline the role and responsibilities of the Group and its relationship with other tiers within the whole of government procurement governance model.

The session is to be conducted by the PIAG secretariat.

8. Terms of Reference Approval

The Procurement Industry Advisory Group Terms of Reference approved by members on 9 June 2021.

The Terms of Reference will be reviewed June 2022.

0055

Kristian Marlow

From: Industry Liaison <[redacted]>
Sent: Friday, 26 April 2019 1:00 PM
To: 'Woolcott, Dan'; [redacted]; Damian Long; Peter Kendall; [redacted]; [redacted] Amanda Yeates; Allan S Uhlmann; Noel F Dwyer; Penny J Ford; Graham J Hobbs; Samantha J Hobbs
Cc: Les S Dunn; Dennis J Walsh; Bryan A McSweeney; Deanne M Hawkswood; Tony Perkovic; [redacted]'; Ian M Gray; Stephen F How Lum; John R Redondo; 'Jillian Carney'
Subject: Combined Industry Meeting Minutes of meeting held on 20 March 2019
Attachments: 2019 - Combined Industry Meeting Minutes_20 Mar 19.pdf

Good afternoon everyone,

Attached are the minutes from the Combined Industry Meeting held on Wednesday, 20 March 2019. Please refer to the recorded actions throughout the minutes.

The next Combined Industry Meeting will be planned for September 2019.

Kind regards,

Kelly Hogarth
Principal Advisor | Prequalification and Contracts | Program Management and Delivery
Program Delivery and Operations Branch | Information Management Division | Department of Transport and Main Roads

[redacted]

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Minutes
Contractors Industry Liaison Group Meeting (TMR/QMCA/CCF)

Date	Tuesday, 13 February 2024	**Time**	2.00pm – 4:00pm
Place	[redacted] / Microsoft Teams Meeting		
Chair	Kelly Taylor		
Secretariat	Julia Huynh		
Attendees			
QMCA	David Balmer	QMCA Chair, Acciona	
	Andrew Chapman	QMCA CEO	
	Adam Edwards	Beilby	
CCF	Mark Goodwin	CCF President, SGQ	
	Damian Long	CCF CEO	
TMR	Julie Mitchell	Deputy Director-General (Infrastructure Management & Delivery)	
	Ann-Maree Knox	General Manager (Program Delivery & Operations)	
	Anthony Philp	General Manager (Portfolio Investments and Programming)	
	Deanne Hawkswood	Chief Procurement Officer	
	Kelly Taylor	A/Director (Prequalification and Contracts)	
	Julia Huynh	A/Principal Advisor (Program Management & Delivery)	
Guests	George Schwerin	Manager (Digital Systems), Engineering & Technology	
	Jodie Lamb	Senior Stakeholder Engagement Specialist (Digital Systems)	
	Pooya Saba	Director (Road Design), Infrastructure Management & Delivery	
Apologies	Paul Stenhouse	A/Executive Director (Program Management & Delivery)	

Agenda Item 1	**Welcome, apologies and organisational updates** Introductions, TMR movement/changes, industry changes: - Kelly Taylor is A/Director (Prequalification and Contracts) - Julia Huynh is A/Principal Advisor (Program Management & Delivery) and Secretariat
Agenda Item 2	**Review of Minutes & Actions of previous meeting** The minutes and actions from the previous meeting were reviewed and accepted. - Refer to Actions for additional detail.

Agenda Item 3	**Procurement and Contracts** Program of Procurement for 2024 – discussion led by Anthony Philp: - Engagements are currently underway with State and Commonwealth following the Federal Government's Strategic Infrastructure Review and are on track to be finalised by end of June 2024. - In light of the impacts, the Program is being reviewed for adjustment options, including options to descope, stage or reschedule projects as required. - The Budget caps are clear with no appetite for additional funding above the current allocation of $12 Billion annually across Australia. Budget cap includes Olympic and growth investment. - Working on a 10-year forward program of work, our indicative forward program will need to include emerging future projects, while keeping under our budget cap per annum. - Inflation is not considered in the annual $12 Billion cap, which will impact the rate of delivery in future years. Taking into account value-spend, fewer projects are forecast moving forward. There are many factors involved, including interest rates, inflation, and cost of living and so on. Projects are costing more. Materials. Environmental approvals. PFAS. Resources and staffing. - We are seeing the new Federal/State split of 50/50 funding being enforced on current in-flight projects as well as emerging. The 50/50 split will further contribute to the number of projects the State is able to fund moving forward. - In response to a question on the Proposed Major Works to Competitive Tender Report, the next one is not expected until after the Federal budget is released.
Agenda Item 4	**Planning and prioritisation of projects** QTRIP update: Covered off with previous agenda item.
Agenda Item 5	**BIM Survey Results** George Schwerin presented on BIM survey results – Presentation attached. - **Action:** GS to send PMD the BIM Workshop invitation details and objective to be held in March 2024 so that nominees can be requested from CCF/QMCA, and contacts for Industry BIM users.

Agenda Item 6	**Other Business**
	- DL: What is the dollar value needed to fund the 30% overspend? That is, the gap between the 80/20 funding split, now reduced to 50/50 funding split with the federal government.
	  o **Action:** JM to send AP an email on the dollar value needed to fund the 30% overspend in the program caused by the funding split change (from the 80:20 to 50:50), and then let Damian Long know.
	- AC: How is the BPP Prequalification application assessments progressing?
	  o KT: 27 Civil Contractors have applied. There has been delays on getting safety information back on contractors that have applied and their remediation actions. Currently, the State Hospital Program is being prioritised over TMR by WHS Qld.

Meeting closed at 4:07pm

The next meeting will take place on Tuesday, 14 May 2024, 2:00 – 4:00pm

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Department of Transport and Main Roads
Contractor Industry Liaison Group Meeting (QMCA, CCF, TMR)
Action Summary as of 29 February 2024

Meeting Date	Due Date	Action	Action Owner	Status
31 January 2022	25 February 2022	Industry to provide a proposal to TMR with a transparent way to demonstrate through evidence of wages escalation on non-BPIC projects.	CCF/ QMCA	OPEN 10/5/22 Work in progress. Wages on non-BPIC projects. Industry target is a 5-day working week. 4/8/22 Industry must demonstrate with evidence. TMR has no formal way of addressing this as yet. No proposal needed, but further changes to Annexure E may suffice. Look at C2C Section D for BPIC vs Non-BPIC compensation for wages. 16/2/23 CCF survey from 2022. TMR encourage contractors to submit timely claims. 2/5/23 Damian raised that each contractor is submitting claims to plead their case, but Regions are treating each claim differently. Need consistency on process of CA's. TMR to address consistency. **18/8/23 Reinforcement of need to obtain consistency.** **31/10/23 Ongoing.** 13/2/24 AMK to discuss offline with DL.
31 October 2023	May 2024	PMD to investigate Securities and what is possible in line with the Financial Management Practice Manual.	TMR	OPEN 13/2/2024 - Ongoing investigations of the FMPM constraints to be completed within 3 months (by May 2024). - TMR is reviewing benefits of holding the Retention 20% security. - Look at sliding scale for different contract types based on risk.
13 February 2024	June 2024	TMR to unpack Prequals in 2024 – looking at the requirements (NPS and Austroads), and review suitability.	TMR	**OPEN** 13/2/2024 Things to consider include:

Commented [JXH1]: Minute extract:
Procurement and Contracts
Relief for wage increases due to BPIC on non BPIC projects
- TMR requested industry provide a proposal with a transparent way to demonstrate through evidence for wages escalation on non-BPIC projects.

Commented [JXH2]: •Securities – Under consideration only at this stage is returning of all Retention Securities at Practical Completion, rather than holding 20%, which may assist contractors financially and increase their tendering capacity.

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				- How do we accelerate and enable diversity by using things like mentoring/ sponsorship? o Example: Use of P Schedule Sponsorship to provide assurance - How to advance people through Prequalification? o Development pathways to be investigated. - Impact to Qld and opportunities to influence Austroads? - Engage with industry. - Timing of team assessments and contractor resourcing strategies.
13 February 2024	March 2024	Follow up action from 31/1/22 DL sent spreadsheet to AU on sample projects where teams have changed between tender and award. 13/2/24 – DL to resend the spreadsheet to KT	CCF	**OPEN**
13 February 2024	February 2024	GS to send PMD the BIM Workshop invitation details and objective to be held in March 2024 so that nominees can be requested from CCF/QMCA, and contacts for Industry BIM users.	TMR CCF/QMCA	**CLOSED** 19/02 – GS provided email to PMD. Email sent to DL and AC for nominees by 29/02/24.
13 February 2024	March 2024	JM to send AP an email on the dollar value needed to fund the 30% overspend in the program caused by the funding split change, and then let Damian Long know.	TMR	**OPEN**

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Minutes

Contractors Industry Liaison Group (TMR, QMCA, CCF)

Queensland Government

Date	Tuesday, 13 August 2024	**Time**	10:00am – 12:00pm
Place	[redacted] / Microsoft Teams Meeting		
Chair	Paul Stenhouse		
Secretariat	Julia Huynh		

Attendees

QMCA	David Balmer	QMCA Chair, Acciona
	Andrew Chapman	QMCA CEO
CCF	Damian Long	CCF CEO
	Tim McIlwain	CCF Vice President
Guest	Steve Beck	CCF QLD Board Member, Doval Construction
TMR	Ann-Maree Knox	General Manager (Program Delivery & Operations)
	Paul Stenhouse	[Chair] A/Executive Director (Program Management & Delivery)
	Kelly Taylor	A/Director (Industry Relations & Prequalification)
	Julia Huynh	[Secretariat] A/Manager (Industry Relations)
	Anthony Philp	General Manager (Portfolio Investments and Programming)
	Max Broadhurst	Proxy for Chief Procurement Officer
	Peter Papantoniou	General Manager (Rail Infrastructure Delivery)
Apologies	Mark Goodwin	CCF President, SGQ
	Julie Mitchell	Deputy Director-General (Infrastructure Management & Delivery)
	Deanne Hawkswood	Chief Procurement Officer
	Adam Williams	Program Director (Industry, Procurement & Contracts)

Agenda 1	**Welcome, introductions and organisational updates** – Paul Stenhouse • TMR's DG attended the Foundations and Frontiers 2024 forum in Sydney, 8 August 2024 with PS and KT and around 850 industry attendees. General feedback was that if was a great industry forum and well run.
Agenda 2	**Review of Minutes and Actions of previous meeting** - Julia Huynh • Previous minutes to be updated to reflect the intent of the discussion around PFAS was to ensure a consistent and consolidated approach needs to be taken to show unity between Industry and TMR. • Previous minutes accepted with changes. • Actions updated in the latest Actions Summary.
Agenda 3	**Procurement and Contracts** - Kelly Taylor BPP Prequalification • Still delayed with WHS after 12 months but have been advised safety notices should start coming through in August 2024. • Interim requirements for current BPP project tenders – All parties to a JV must have applied for BPP Prequalification 14 days prior to the Tender submission. Once all applications have been finalised, then all contractors will need to hold BPP Prequalification in order to take tender documents. Rise and Fall in TIC contracts • Previously applied to TIC contracts over 2 years. Was adjusted to apply to all TIC contracts over the 90-day in length with the removal of Annexures D and E. Data is needed to understand what is happening on the ground. Seeking industry input into current cost escalations requiring the continuation of the Rise and Fall for all contracts >90 days.

Agenda 4	**Planning and prioritisation of projects** - Ann-Maree Knox, Anthony Philp, Peter Papantoniou QTRIP update • Industry Briefing occurred 6 August 2024. • AP – Commonwealth discussions are still progressing. 50/50 funding policy hasn't shifted and is unlikely to. • Key areas of negotiations focused on risk sharing and budget capping. Progress has been positive.
Agenda 5	**Industrial Relations** - All • DL – There has been a call to action to report incidents and information to Fair Work. • DB – The storming of the QTRIP Industry Forum several years back is a great example of something Fair Work needs to be across. • AC – Individuals are also encouraged to report incidents to Fair Work. • DB – All contractors are being targeted by unions, but the mid and small-sized firms are particularly targeted by union intimidation. • AC – Fines don't cover the impact when unions disrupt project sites. • AMK – TMR has been tasked with collecting and collating the information on Industrial Relations. • KT - Contracts are being reviewed around IR reporting. • AP - Commonwealth wants visibility on IR reporting, and an FFA requirement is being considered. • AMK – Fear and intimidation should be reported, not just criminal behaviour. • DL – Since 1974 there has been on average a Royal Commission every 10 years. Royal Commissions have a narrow scope, and the recommendations are not always followed through. • DB – Changes applied to TMR staff in light of the risk of IR needs to be captured, such as QTRIP briefing being online, staff attending project sites less, and so on. • TM – McIlwain has a standard form for recording IR activity. • **Action – Industry to provide IR information to TMR direct to KT for consolidated reporting.**
Agenda 6	**TIPDS Redesign** - Paul Stenhouse • Transport Infrastructure Project Delivery System (TIPDS) is a suite of manuals that are currently being reviewed to better integrate collaboration and focus on customer and design to be more fit for purpose. It is an overhaul of how we do infrastructure procurement. • **Action – Adam Williams to do a presentation in November 2024 on TIPDS Redesign.** • **Action – Adam Williams to provide PP with an update out of session.**
Agenda 7	**Terms of Reference** - Damian Long, Julia Huynh • Optional invitees and Guests – Revert TMR optional invitees to members. • Proxies – VPs are appropriate proxies for industry members. • Approved with changes discussed.

Agenda 8	**Other Business** – All KT – Development of a National Construction Strategy has a focus on productivity and has 4 workstreams set up. • It is being driven by ACA, Australian Government, NSW, and Victoria. • DL – TMR is the leading organisation across the nation on this and a lot of re-work is happening by other agencies and organisations. AC seconds this and has pushed TMR in workshops, but it hasn't been picked up. • **Action - KT will reach out to industry to understand the different definitions of productivity.** • **Action - KT to reach out to PP to ensure rail is being considered in the National Construction Strategy work.** KT - NPS Financial Assessment Criteria • Workshops are occurring with Austroads to work through changes and implementation plans. • How Joint Ventures are being handled by different states is a pain point. NSW takes the lower F-rating, whereas Qld handles it differently. KT - Securities • **Action – KT to arrange 1 hour workshop to discuss risk and timing to resolve by mid-September 2024.** DB - Next meeting will be post-election. Possible agenda discussions. - Escalations (Rise and Fall), which is a CBRC decision. - Transport BPIC. • **Action – JH to reach out industry prior to next meeting to confirm agenda.**

Date of next meeting: Wednesday, 13 November 2024, 10:00am – 12:00pm

Kristian Marlow

From: Melissa A Johansson <[redacted]> on behalf of Deanne M Hawkswood <[redacted]>

Sent: Thursday, 2 September 2021 5:43 PM

To: Amanda Yeates; Allan S Uhlmann; Sanjay V Ram; Andrew M Wheeler; Kristine Banks; [redacted]; [redacted]; Damian Long; [redacted]; Deanne M Hawkswood; Dean A Misso

Cc: Erin R Dick; Melissa A Johansson

Subject: Today's Taskforce meeting presentation and Engagement Charter initial design concept for feedback

Attachments: Taskforce presentation August 2021.pdf; Charter brochure design v0.1.pdf; Safe Productive Delivery - discussion document for TMR Taskforce 210210902.pdf

Good afternoon

Thank you all for another productive and positive Taskforce meeting this afternoon.

As promised, please find attached a copy of the slides that were presented (the DuPont slides were circulated this morning but I have attached again for reference).

There is also a copy of the latest version of the TMR-Infrastructure Industry Engagement Charter in an initial design concept for your feedback. In line with our discussion today, if you could also revisit the purpose statement under This is Us and see whether we feel this captures enough our future focus and about what we can achieve when we work together differently. If we could have your feedback **by Tuesday next week** in preparation for our next meeting with the designers. I apologise for the tight timeframe however getting our purpose right is critical for our animation script and visuals which will be progressing next week.

Thanks again for your contributions through this process and I look forward to our next meeting.

Melissa Johansson

For

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads

[redacted]

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Kristian Marlow

From: Melissa A Johansson <[redacted]> on behalf of Deanne M Hawkswood <[redacted]>
Sent: Wednesday, 1 December 2021 3:22 PM
To: 'Kristine Banks'; Damian Long; 'Priscilla Radice'; [redacted]
Cc: Melissa A Johansson; Tabitha L Campher
Subject: Reminder: Feedback due on Collaborative Model Concept Paper and KRA measures
Attachments: Collaborative Procurement and Delivery Model - Concept Paper - Draft for consultation (1).pdf; TMR KRA and Performance Measures - Updated consultation draft - November 2021.pdf; Summary of Key Changes - 10 November 2021.pdf

Hi all

Just a reminder that feedback is due today on the Collaborative Model Concept Paper and the KRA measures.

Thanks to those who have provided their feedback already. If you are having issues with time, can you please prioritise the Concept Paper as this will be a key focus for next week's Taskforce meeting.

Once all feedback is received on the Concept Paper we will collate and share with you early next week prior to the meeting. This is designed to give everyone a chance to be across all the feedback in preparation for our discussion at the meeting.

Please let me know if you have any issues with this approach.

Priscilla – I will include Louise in the sharing of the feedback to give her the opportunity to look at it too.

I look forward to seeing you next week for our final meeting of the year!

Thanks
Mel

On behalf of
Deanne Hawkswood
General Manager | Strategic Procurement
Finance and Procurement Branch | Corporate Division | Department of Transport and Main Roads

[redacted]
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From: Ashlea X McMahon **On Behalf Of** Deanne M Hawkswood
Sent: Wednesday, 10 November 2021 4:46 PM
To: Deanne M Hawkswood ; Amanda Yeates ; Allan S Uhlmann ; Sanjay V Ram ; Andrew M Wheeler ; [redacted] Damien Long ; Dean A Misso ; 'Achapman' ; Melissa A Johansson ; [redacted] ; 'Louise Duffy'; Graham J Hobbs
Cc: Erin R Dick ; Melissa A Johansson ; Tabitha L Campher
Subject: RE: Taskforce minutes 28 October

Hi All,

I've attached the wrong version of the concept paper, please see the correct version attached now.

Can we please have feedback by COB 1st December.

Kind Regards

Ashlea McMahon
Project Officer | Strategic Procurement

On behalf of
Deanne Hawkswood
General Manager | Strategic Procurement
Finance and Procurement Branch | Corporate Division | Department of Transport and Main Roads

[redacted]
www.tmr.qld.gov.au

From: Ashlea X McMahon **On Behalf Of** Deanne M Hawkswood
Sent: Wednesday, 10 November 2021 4:23 PM
To: Amanda Yeates <[redacted]>; Allan S Uhlmann <[redacted]>; Sanjay V Ram <[redacted]>; Andrew M Wheeler <[redacted]>; [redacted] <[redacted]>; [redacted] Damien Long <[redacted]>; Dean A Misso <[redacted]>; 'Achapman' <[redacted]>; Melissa A Johansson <[redacted]>; [redacted]; 'Louise Duffy' <[redacted]>; Graham J Hobbs <[redacted]>
Cc: Erin R Dick <[redacted]>; Melissa A Johansson <[redacted]>; Tabitha L Campher <[redacted]>
Subject: Taskforce minutes 28 October

Good Afternoon all,

Please find enclosed the following documents from the 28 October Taskforce meeting:

- Minutes
- Actions Register
- Draft Collaborative Procurement and Delivery Working Group Concept Paper
- TMR KRA and Performance Measures & Summary of Key Changes document

Next meeting is Wednesday 8 December, we look forward to seeing you then.

Kind Regards

Ashlea McMahon
Project Officer | Strategic Procurement

On behalf of
Deanne Hawkswood
General Manager | Strategic Procurement
Finance and Procurement Branch | Corporate Division | Department of Transport and Main Roads

[redacted]

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Kristian Marlow

From: Erin R Dick <[redacted]> on behalf of Deanne M Hawkswood <[redacted]>
Sent: Monday, 31 January 2022 6:19 PM
To: Amanda Yeates; Allan S Uhlmann; Sanjay V Ram; Andrew M Wheeler; Deanne M Hawkswood; Dean A Misso; Melissa A Johansson; Belinda M Murray; [redacted] Damian Long; [redacted]
Cc: Erin R Dick; Achapman
Subject: FW: Collaborative Model Taskforce Meeting
Attachments: Collaborative Procurement and Delivery Model - Concept Paper - For endorsement Feb 2022.pdf

Good evening all,

Apologies for the late email.
Enclosed is the updated version of the Concept Paper for your review. We will be discussing the paper in agenda item two tomorrow.

Speak to you tomorrow.

Kind Regards

Erin Dick
Project Officer | Strategic Procurement

On behalf of
Deanne Hawkswood
General Manager | Strategic Procurement
Finance and Procurement Branch | Corporate Division | Department of Transport and Main Roads

[redacted]
www.tmr.qld.gov.au

From: Erin R Dick **On Behalf Of** Deanne M Hawkswood
Sent: Friday, 28 January 2022 3:46 PM
To: Amanda Yeates ; Allan S Uhlmann ; Sanjay V Ram ; Andrew M Wheeler ; Deanne M Hawkswood ; Dean A Misso ; Melissa A Johansson ; Belinda M Murray ; [redacted] Damien Long ; [redacted]
Cc: Achapman
Subject: RE: Collaborative Model Taskforce Meeting

Good afternoon all,

Please find attached the meeting papers for Taskforce on Tuesday.

- Agenda
- Minutes
- Actions

- Updated terms of reference

Due to the current COVID-19 situation the meeting will be in virtual format only.

We hope you had a nice break and we look forward to speaking with you on Tuesday.

Kind Regards

Erin Dick
Project Officer | Strategic Procurement

On behalf of
Deanne Hawkswood
General Manager | Strategic Procurement
Finance and Procurement Branch | Corporate Division | Department of Transport and Main Roads

[redacted]

-----Original Appointment-----
From: Amanda Yeates <[redacted]>
Sent: Friday, 28 January 2022 9:43 AM
To: Amanda Yeates; Amanda Yeates; Allan S Uhlmann; Sanjay V Ram; Andrew M Wheeler; Deanne M Hawkswood; Dean A Misso; Erin R Dick; Melissa A Johansson; Belinda M Murray; [redacted] Damien Long; [redacted]
Cc: Achapman
Subject: Collaborative Model Taskforce Meeting
When: Tuesday, 1 February 2022 2:00 PM-4:00 PM (UTC+10:00) Brisbane.
Where: Microsoft Teams Meeting

Microsoft Teams meeting

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Kristian Marlow

From: Deanne M Hawkswood <[redacted]>
Sent: Tuesday, 8 February 2022 10:34 AM
To: [redacted] Damian Long; Priscilla Radice; Kristine Banks; Andrew M Wheeler; Sanjay V Ram; Allan S Uhlmann; Sean Cummiskey
Cc: Amanda Yeates; Tabitha L Campher; Melissa A Johansson; Erin R Dick; Graham J Hobbs
Subject: Final endorsement on the Collaborative Procurement and Delivery Model
Attachments: Collaborative Procurement and Delivery Model - Concept Paper - Final - Feb 2022.pdf

Good morning Taskforce members,

Thank you all for your final comments and feedback on the concept paper. The team has reviewed and collated your feedback and amended the concept paper accordingly. The table below shows the feedback and action taken for your reference, and I've also attached the 'final' concept paper for your records.

I am now seeking your final 'endorsement' on the concept paper by return email, assuming you are comfortable with the amendments.

As discussed with the Taskforce, this is the final output from the Working Group that will be the baseline as we develop and prove the most appropriate collaborative model for our State and sector. We still have a much to do and I'm really motivated by the shared vision, commitment and effort to make this work.

Pricilla, I have noted your endorsement already so you there is need to respond, unless you have any comments based on the information below.

Feedback	Comment	Action
We believe that whilst that panels maybe suitable for $100M plus D&C contracts they won't be suitable for the rest of the program.	Acknowledged – this will be further defined by the work Minter Ellison is conducting.	No change to the concept paper
In addition, under painshare/gainshare the first paragraph omits CAs and design . It only refers to incentivising the client and contractor. CAs and designers need to be included as being incentivised to work together.	Noted – The first paragraph was meant as a 'current state' introduction with the future state being inclusive of all parties. This will also be further defined by the work Minter Ellison is conducting.	No change to the concept paper
On the point of CAs we need to ensure they are appropriately incentivised to be part of the solution and implement the Collaborative contracting model and the cultural framework or else it will be piecemeal. Quite simply CAs need to understand and have it baked into their arrangements that their performance with regard to the CC model will determine their rating and opportunity for future work- as much as it does the contractor's.	TMR, through the Taskforce, will focus on the role of CAs to ensure they are skilled and supported to understand expectations as we shift to enhanced collaboration under the Engagement Charter and future model.	No change to the concept paper
This same paragraph, last sentence, should include selection of the right people. Ie Retraining, guidance and selection of the right people will be required. We acknowledged that there are some people who will never be suitable for participation in the collaborative framework.	Acknowledged.	Amended concept paper to include 'The selection of the right people, retraining and guidance will be required.'

Panel Membership - Page 10 of concept paper: ree to panel documentation, including relevant ms and conditions and commercial framework. mment – This needs to be spelt out.	Acknowledged – what this looks like is still to be defined once the model is further developed.	No change to the concept paper
Panel Membership - Page 10 of concept paper: ee to comply with any relevant state or TMR policy. mment – This is very broad and needs to be defined, instance BPIC cannot be made mandatory and TMR ognise that in the way that BPIC is structured as not ng mandated.	Acknowledged – this will be defined once the panel membership evolves. This will not include the Transport BPIC as its not a mandatory requirement.	No change to the concept paper
nel Membership - Page 10 of concept paper: mment - Perhaps panels might be best suited to rt on projects >$100M?	Acknowledged – this will be further defined based off the comparative analysis Minter Ellison is conducting.	No change to the concept paper
roduction Section – Page 10 of concept paper: mment - recommend remove highlighted wording as re is a design in D&C. sed on the key principles identified earlier in this cument, the Working Group has developed a ncept version' of the Collaborative Procurement and livery Model. ase note, the model has been largely based around esign and construct (D&C) contract where there is le to no design developed. However, this model will ntinue to evolve and will eventually be trialled on all ject and contract types.	Acknowledged.	ended concept paper remove the hlighted wording and vill now read: ase note, the model s been largely based und a design and nstruct (D&C) contract wever, this model will ntinue to evolve and l eventually be trialled all project and ntract types.

Thank you again for your time and dedication to this process.

Dee

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads

[redacted]

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Kristian Marlow

From: Melissa A Johansson <[redacted]> on behalf of Deanne M Hawkswood <[redacted]>
Sent: Wednesday, 6 July 2022 1:08 PM
To: Kristine Banks; priscilla.radice; [redacted] Damian Long; sean.cummiskey; mark.piorkowski; Kylee M Petersen; Andrew M Wheeler; Kym E Murphy
Cc: Dennis J WALSH; Allan S Uhlmann; Deanne M Hawkswood; Belinda M Murray; Gavin G Allen; Melissa A Johansson
Subject: FOR REVIEW by 22 July: TMR Best Practice Principles Prequalification documentation
Attachments: TMR BPP Prequalification Application Form June 2022 DRAFT FOR CONSULTATION.pdf; TMR BPP Prequalification TIPDS Volume 3 Annexure June 2022 DRAFT FOR CONSULTATION.pdf

Good afternoon Taskforce members

As discussed in June's Taskforce meeting, please find attached two documents detailing TMR's implementation of Best Practice Principles requirements into our Prequalification processes.

We would appreciate your feedback on the draft documents **by Friday 22 July**. Please send your feedback to Industry_Liaison@tmr.qld.gov.au.

Kind regards

2022
BP
consult

Melissa Johansson
On behalf of

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of T

[redacted]

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Kristian Marlow

From: Melissa A Johansson <[redacted]> on behalf of Deanne M Hawkswood <[redacted]>
Sent: Thursday, 6 October 2022 6:14 PM
To: [redacted] Kristine Banks; Louise Duffy; IAQ CEO; Sean.Cummiskey; Dennis J WALSH; Andrew M Wheeler; Kylee M Petersen; Paul A Schmidt; Kym E Murphy
Cc: Damian Long; Mark Piorkowski; Adam J Williams; Gavin G Allen; Melissa A Johansson; Aimee L Carlton
Subject: Transport Infrastructure Collaboration Taskforce Meeting Papers | Monday 10 October 2022
Attachments: Taskforce Agenda 10 October 2022.docx; AfPA QLD Position Paper - BPIC Implementation.pdf; AfPA QLD Position Paper - Training Policy Addendum.pdf; Minutes 12 September 2022- Collaborative Taskforce Meeting.docx; Action Register_ September 2022.docx

Good afternoon Taskforce members,

I look forward to seeing you all on Monday for our October Taskforce meeting.

Please find attached the meeting papers for Monday's meeting:

- Minutes from our meeting on 12 September 2022
- Action register
- Agenda for upcoming meeting on 10 October 2022
- Papers to support **Agenda Item 2 – AfPA Papers for consideration and discussion:**
    - AfPA QLD Position Paper – BPIC Implementation
    - AfPA QLD Position Paper – Training Policy Addendum

  Mark is unable to attend Monday's meeting, however Cameron Nisbett from Colas will attend as proxy to lead the discussion on the papers. Cameron has been AfPA's executive representative on the small working group that drew the papers together.

It would be appreciated if you could let us know if you will be attending in person or online. If you require a carpark please let me know and we will organise.

Please let us know if you have any questions or need anything else. Otherwise, have a lovely weekend and we'll see you on Monday.

Thanks,
Mel
On behalf of

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads

[redacted]
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Archived: Thursday, 27 November 2025 3:56:25 PM
From: LACEY Peter
Mail received time: Fri, 25 Oct 2019 12:23:33
Sent: Fri, 25 Oct 2019 01:07:11
To: Damian Long
Subject: Minimum Conditions - Confidential, not for circulation
Importance: Normal
Sensitivity: None
Attachments: Minimum Conditions (colour).pdf;

Hi Damian

As discussed, please find attached the minimum conditions in place for the Cairns Convention Centre Project only. These have moved in form since we discussed them last – I'd be happy to discuss that with you one-on-one. I'd be grateful if you could treat these as confidential not circulate them further, at least until we've had the chance to catch up.

Thanks again

Peter

Peter Lacey
Acting Executive Director | Office of the Chief Advisor – Procurement
Queensland Government Procurement | Department of Housing and Public Works
Level 15 | Mineral House | 41 George Street | Brisbane
[redacted]

Customers first | Ideas into action | Unleash potential | Be courageous | Empower people | Healthy and safe workforce

I acknowledge the traditional custodians past and present on whose land I walk, I work, I live and respect.

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Thank you.

Best Practice Principles

Minimum Conditions

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1. TITLE

1.1 This Document is known as the Best Practice Principles Minimum Conditions 2019-2013.

2. DATE OF OPERATION

2.1 This Document will commence operation in 2019 till 2023.

3. APPLICATION OF DOCUMENT

3.1 Subject to clause 3.2 below. this Document covers:

(a) «E3LNAM» (the Employer);

(b) the Construction, Forestry, Maritime, Mining and Energy Union (CFMEU);

(c) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (Queensland & Northern Territory Electrical Divisional Branch (ETU) and Queensland & Northern Territory Plumbing Divisional Branch) (CEPU);

(d) Australian Manufacturing Workers' Union Queensland & Northern Territory Divisional Branch) (AMWU); and

(e) Employees,

Collectively known as the Parties.

This Document only applies to work done in Queensland and to work temporarily done outside Queensland by Employees who are based in Queensland.

3.2 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 Document 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.

4. PARTIES BOUND AND COVERED

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

5. RELATIONSHIP TO AWARDS, DOCUMENTS, AND OTHER DOCUMENTS

5.1 The following instruments are incorporated into this Document:

(a) Building and Construction General On-Site Award 2010, as amended from time to time;

(b) Mobile Crane Hiring Award 2010, as amended from time to time;

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(c) Electrical, Electronic and Communications Contracting Award 2010, as amended from time to time;

(d) Plumbing and Fire Sprinklers Award 2010, as amended from time to time; and

(e) QIRC Order (No. B585 of 2003) Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government entities) 2003 as it was immediately prior to its rescission.

5.2 The Document is intended to be read in conjunction with the instruments listed in clause 5.1 above. Where there is conflict between a term of this Document and a term of the above instruments, or a conflict between two terms of this Document, the higher wage outcome or other outcome more favourable to the Employee will apply.

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

6. DEFINITIONS

6.1 The following definitions shall apply to this Document:

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

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

Awards mean the Building and Construction General On-site Award 2010, Electrical, Electronic and Communications Contracting Award 2010, Mobile Crane Hiring Award 2010 and the Plumbing and Fire Sprinklers Award 2010, each as amended from time to time.

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

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

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

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

CBUS is an acronym for the Construction & Building Industry Superannuation Pty Ltd. ABN 75 493 363 262;

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

CIRT means the Contracting Industry Redundancy Trust. (ABN 49 011 050 329);

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

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

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

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

Employee means an employee of the Employer engaged as a Construction Worker, Electrical Worker, Metal and Engineering Worker or Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Worker;

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

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

FWC means the Fair Work Commission;

Income Insurance means CIPQ, Energy Super and Wageguard Income Insurance;

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

JetCo means Joint Electrical Training Company;

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

Metal and Engineering Worker means an Employee engaged to perform work in one of the classifications set out in APPENDIX ONE, SECTION FOUR of this Document**;**

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

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

Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Worker means an Employee engaged to perform work in one of the classifications contained in APPENDIX ONE, SECTION TWO of this Document.

PROTECT means Protect Severance Fund ABN 98 395 548 596

QIRC means Queensland Industrial Relations Commission;

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;

Redundancy Trust Fund means BERT, CIRT and Protect;

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

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

Training Fund means BEWT and JetCo;

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

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

WAGEGUARD means income protection insurance issued by Hannover Life Re of Australasia Ltd ABN 37 062 395 484 or Construction Income Protection Queensland Ltd (ACN 110 841 962);

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

WHS EPH means 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 FOUR.

7. DISPUTE SETTLEMENT PROCEDURE

7.1 A major objective of this Document 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 Document or incidental to the operation of the Document should be dealt with as close to its source as possible. Disputes over matters arising from this Document (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

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

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

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

8. CONSULTATION

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

8.2 A Consultative Committees will be set up for this purpose.

Consultation about major workplace change

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

8.4 As soon as practicable and prior to implementation, the Employer must discuss with the relevant Employees and/or their nominated representative/s (e.g. Union or other representative) the introduction of the change; and the effect the change is likely to have on the employees. The Employer must discuss measures to avert or mitigate the adverse effect of the change on the Employees.

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

(a) All relevant information about the change including the nature of the change proposed;

(b) Information about the expected effects of the change on the Employees; and

(c) Any other matters likely to affect the Employees.

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

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

8.8 "Significant Effects" under this clause 8 includes but is not limited to termination of employment (including redundancy), major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion

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opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

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) 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 representative(s).

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

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

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9. FIRST NATIONS PEOPLE

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

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

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

The Employer will also implement policies that ensure:

(a) access to annual leave for participation in cultural and ceremonial activities;

(b) skill and career development opportunities for ATSI Employees;

(c) the development of retention and promotion for ATSI Employees on its projects.

10. PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS

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

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

(a) the Principal Contractor (as defined under the WHS Act) - Site Manager or any other person nominated by the Principal Contractor;

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

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

(collectively referred to as "**Nominated Parties**")

10.3 The Nominated Parties agree that representatives shall be entitled to:

(a) inspect any work system, plant, substance, structure or other thing relevant to resolving the issue;

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(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.

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

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

(b) the nature and scope of the issue.

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

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

(a) the degree and imminent risk to the Employees or other persons affected by the issue;

(b) the number and location of Employees and other persons affected by the issue;

(c) the measures both temporary and permanent that must be implemented to resolve the issue;

(d) who will be responsible for implementing the resolution measures;

(e) whether the hazard or risk can be isolated; and

(f) the time that may elapse before the hazard or risk is permanently corrected.

10.7 Once the issue is resolved 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 Document reflects the resolution of the issue with a copy given to all Nominated Parties and/or their representatives to the issue. The issue, once resolved, shall be recorded in the next safety committee meeting minutes with the agreed resolution.

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

10.9 Direction to cease work

If -

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

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

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(b) given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 10.7 above,

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

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

11. HEALTH AND SAFETY REPRESENTATIVES

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

11.2 The health and safety representative/s (HSR) shall be elected by the Employees on the job on a democratic basis, and shall be subject to recall by a similar process.

11.3 Parties covered by this Document recognise the important role of Health & Safety representatives. The HSRs have a key role in the early intervention in health and safety issues under this Document.

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

12. HEALTH AND SAFETY REPRESENTATIVE MEETINGS

12.1 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.

13. HOT WEATHER GUIDELINES (For South East Queensland)

13.1 Under this Document when air temperature reaches

(a) 35°C or

(b) 28°C and 75% humidity or more, after three hours from the commencement of the shift

in South East Queensland only. it shall constitute inclement weather (**Extreme Hot Weather**).

This clause 13 must be incorporated in the Employer's OHS Procedures for all applicable Projects.

13.2 Before finishing work, Employees should be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, Site manager, and WHS Reps. This will allow preparation for works to be modified to reduce this category of heat exposure in accordance with clause 13.3. For forecasting, planning and guidance the Bureau of Meteorology (BOM) shall be used for weather observations. BOM weather stations used for weather observations shall be the closest to the Project and/or with similar weather conditions.

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

(a) rescheduling work so the hot tasks are performed during the cooler part of the day;

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

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

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

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

(f) increasing air movement by fans or coolers;

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

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

13.4 Once the temperature reaches Extreme Hot Weather the following process will be followed:

(a) Where the temperature reaches 35°C there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 13.5.

(b) where the temperature is 28°C and 75% humidity or more after three hours from the commencement of a shift there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 13.5.

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

13.6 Extreme Hot Weather shall be measured on site by a temperature gauge and/or BOM weather station (if close proximity to the Project with similar climatic conditions) compliant to Australian Standards and shall be undertaken in accordance with the manufacturer's operating instructions. The Parties agree that a measurement taken using the Wet Bulb Globe Temperature index will be an acceptable method of measuring extreme high temperature.

14. TOOL BOX MEETINGS

14.1 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, Document 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.

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15. CONTRACT OF EMPLOYMENT

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

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

15.3 If an Employee is absent from work for a period for which they have or will claim workers' compensation, the Employee's contract of employment shall remain intact during the period of absence. The Employer shall continue to make contributions (and where applicable, reports of service) on behalf of the Employee to CBUS/BUSS(Q)/ Energy Super, Australian Super, BERT/ CIRT, BEWT/JetCo, STQ, CIPQ/, Protect, Wageguard, Energy Super Income Insurance 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.

16. CASUAL EMPLOYMENT

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

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

16.3 Except on Saturdays and Sundays, on each occasion a casual Employee is required to attend work, the Employee shall be entitled to payment for a minimum of eight (8) hours work (with 0.8 of an hour on each of these days accruing toward an RDO) plus the relevant fares and travel allowance prescribed by APPENDIX ONE 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 APPENDIX ONE, as applicable.

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

16.5 A casual Employee required to work Overtime or weekend work shall be entitled to the relevant penalty rates prescribed in this Document:

(a) where the relevant penalty rate is time and a half, the Employee shall be paid 175% of the hourly rate prescribed by APPENDIX ONE for the Employee's classification;

(b) where the relevant penalty rate is double time, the Employee shall be paid 225% of the hourly rate prescribed by APPENDIX ONE for the Employee's classification; and

(c) where the relevant penalty is a public holiday, the Employee shall be paid 275% of the hourly rate prescribed by APPENDIX ONE for the Employee's classification.

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

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

16.8 Casual Conversion

16.9 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.

16.10 A casual Employee, who has requested in writing to be converted to permanent employment pursuant to clause 16.9 whose request is refused by the Employer, is entitled to be paid 175 percent of the hourly rate prescribed in this Document for the Employee's classification.

17. APPRENTICES/TRAINEES

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

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

17.3 Training arrangements for Apprentices/Trainees shall be as provided in QIRC Order (No.B585 of 2003) Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003 as it was immediately prior to this rescission.

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

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

17.6 During the first year of an Apprenticeship, tools to the minimum retail value of $600.00 shall be supplied by the Employer within a period of three 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.

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

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17.8 Where an Apprentice has entered a Competency Based Training Document, 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 17.6 and clause 17.7 above.

17.9 Apprentice Training

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

(a) If the Employer employs seven (7) or more tradespeople in any one 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.

(c) If the Employer does not currently have an apprentice as provided for in paragraph a), reasonable time shall be allowed to enable the Employer to comply with this clause. Further, the Parties are committed to a strong ratio of apprentices in the industry.

18. TRAINING AND RELATED MATTERS

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

18.2 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,

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

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

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

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

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

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

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

18.9 The Employer will bear all costs associated with the provision of the training, including costs and material costs and the provision of the Employee's wages for the period of the training.

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

18.11 The 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,

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

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

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

19. EMPLOYMENT SECURITY

19.1 Without limiting the Employer's right to determine its operational requirements the Parties to this Document 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.

19.2 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 and which are capable of being operated by Employees of the Employer shall be supplied with a suitably qualified operator who is a current Employee of the Employer for the duration of the hire period.

19.3 The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this Document.

19.4 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.

19.5 If the Employer wishes to engage subcontractors or supplementary labour to perform work which is usually performed by its own Employee's under this Document, the Employer must consider any matters raised in consultation by potentially affected Employees before making any final decision to engage subcontractors or supplementary labour.

19.6 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 Document. The Employer will ensure that all subcontractors are bona fide contractors and engage their employees on lawful terms and conditions.

19.7 As soon as practicable after being awarded a contract upon request from the Union Delegate, the Employer shall inform the Union via its Union Delegate which subcontractors have been engaged for the Project.

20. TERMINATION

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

20.2 Performance/General Misconduct

In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following 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 Document.

(a) Step 1- First Written Warning

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

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(i) The issues of concern; and

(ii) The standards of improvement required.

(b) Step 2- Final Written Warning

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

(i) The issues of concern; 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.

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.

(c) Step 3- Dismissal

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.

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

20.4 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).

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

20.6 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 will be immediately advised of the initiation of the consultation period and shall remain on the job during the consultation process. If the employer fails to comply with any of these requirements, the notice period that the Employer must give to the affected Employee shall be increased to four weeks (or five weeks if required by the National Employment Standards).

20.7 For clarity, this clause 20 does not apply to casual Employees.

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21. REDUNDANCY AND INCOME PROTECTION

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

22. WAGES

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

(a) 5 % from the 1st July 2020;

(b) 5 % from the 1st July 2021;

(c) 5% from the 1st July 2022; and

(d) 5% from the 1st July 2023, subject to this increase being the sole wage increase for the year following the date of increase.

23. CLASSIFICATIONS

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

23.2 Site Allowance

(a) A Site Allowance as detailed below will be paid as a flat amount for each hour worked and will remain unaltered for the duration of 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**
0-$20m	$1.70;
>$20m-$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.

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

(b) Heavy Blocks
(c) Explosive Powered Tools
(d) Scaffolder's Licence Allowance

(e) Unbacked Insulation
(f) Swing Stage
(g) Height/ Multi Storey

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

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

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

24. SUPERANNUATION

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

24.2 For Employees other than Electrical Workers and Metals and Engineering Trades Workers, such contributions will be paid to CBUS or BUSS(Q) or Australian Super. For Employees employed as Electrical Workers, such contributions will be paid to Energy Super. For employees employed as Metals and Engineering Trades workers, such contributions will be paid to Australian Super.

24.3 The Employer will contribute on behalf of each Employee the following minimum weekly amount (the formula in APPENDIX FIVE will apply to rates in this Document from 1 January 2016)

(a) $255.00 per week effective first full pay period July 2019;

(b) $269.00 per week effective first full pay period July 2020; .

(c) $280.00 per week effective first full pay period July 2021; .

(d) $295.00 per week effective first full pay period July 2022; and

(e) $307.00 per week effective first full pay period July 2023. .

24.4 Every Employee shall co-contribute by way of salary sacrifice the following minimum weekly amount

(a) $64.00 per week effective first full pay period July 2019;

(b) $68.00 per week effective first full pay period July 2020;

(c) $70.00 per week effective first full pay period July 2021;

(d) $74.00 per week effective first full pay period July 2022; and

(e) $77.00 per week effective first full pay period July 2023.

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24.5 The contributions in clauses 24.2 and 24.4 above shall be in addition to all other entitlements prescribed by this Document.

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

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

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

24.9 Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave (including leave paid for by Qleave or NTBuild), public holidays, sick leave, domestic violence leave and compassionate leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months. This 12-month maximum period does not apply to Eectrical Workers.

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

25. SALARY SACRIFICE ARRANGEMENTS

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

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(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 Document.

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

26. HOURS OF WORK

26.1 Ordinary hours

Except as provided elsewhere in this Document, 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 Document with the affected employees concerned, and paid at double time.

26.2 Start and finish times

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

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

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

26.3 RDO and Weekend Work

(a) The provisions of this Document relating to RDOs will apply to work conducted under this clause.

(b) Where ordinary hours are worked on a Saturday or Sunday the Employee will be paid at the rate of double time for all hours worked (unless a higher rate is provided in accordance with this Document, for example as a public holiday or during an Easter or Christmas Shutdown period).

27. OVERTIME PENALTY RATES

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

28. SHIFTWORK

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

Shiftworker for the purposes of this clause is defined as an Employee who is required by the Employer to work Shiftwork, which commences or finishes outside 6.00 a.m. and 6.00 p.m. Monday to Friday.

A Shiftworker shall be paid in accordance with the Building and Construction General On-site Award 2010 Award, until January 2019, when a Shiftworker shall be paid at the rate of double time for all hours worked.

An Employee who has to work Shiftwork shall be given at least 48 hours' notice of the requirements to work shift work. An Employee may refuse to work overtime in circumstances where the working of such shift would result in the Employee working hours which are unreasonable having regard to matters including:

(a) Any risk to Employee health and safety, including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter than 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.

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29. EMPLOYEE ROSTERED DAY OFF

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

26 rostered days are scheduled to be taken off by an Employee for every 12 months' continuous service in accordance with the dates set out in the calendar indicative of scheduled RDO contained in APPENDIX THREE. The purpose of this calendar is to ensure workers and site management manage their fatigue levels, thereby encouraging a safer and more productive Project.

For clarity, nothing in this clause or the calendar is intended to impose a limit on the ability of the Employer to determine with the majority of its affected Employees when and where work can be performed to meet operational requirements or otherwise limit the Employer's right to manage its business.

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

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

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

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

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

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.

29.6 An Employee may refuse to work a 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;

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(b) the Employee's personal circumstances including any family responsibilities;

(c) any other relevant matter.

29.7 Where the procedure in clause 29.5 has been followed and at least 7 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 Document, with a minimum payment for 8 hours, for that RDO. Where the procedure in clause 29.5 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 Document, with a minimum payment of 8 hours, for that RDO.

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

29.9 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.

29.10 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 Document for the Employee's classification,

30. LEAVE

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

(a) personal illness or injury (sick leave, a form of personal leave);

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

(c) compassionate leave

30.2 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.

30.3 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.

30.4 Unpaid carer's leave will be in accordance with the National Employment Standards.

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

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30.6 All Employees covered by this Document 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 Document.

30.7 Employees may take unpaid leave (in addition to any entitlements to certain types of unpaid leave that are available in accordance with the National Employment Standards). 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.

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

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 Shiftworker (as defined this Document), the Employee shall accrue annual leave at the rate of 3.75 hours per week (i.e. 36 ordinary hours) of service.

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

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

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

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 when any close family relative dies (i.e. the relative does not necessarily have to be a member of the Employee's immediate family or household.) For clarity, casual Employees are entitled to unpaid compassionate leave in accordance with the National Employment Standards.

31. FAMILY VIOLENCE LEAVE

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

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

(i) is physically or sexually abusive;

(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

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

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

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

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

31.4 Confidentiality

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

31.5 Leave

(a) An experiencing family violence will have access to 10 days per year of paid family violence leave paid at the Employee's minimum wage rate prescribed for their classification by this Document applicable to their classification to attend legal proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.

(b) Family violence leave is in addition to any other existing leave entitlements, and may be taken as consecutive or single days or as a fraction of a day.

(c) The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.

(d) In addition, the Employer may require the Employee to produce evidence to support the need for family violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.

(e) For the avoidance of doubt, family violence leave does not cumulate from year to year and is not paid out on termination of employment.

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

32. ADDITIONAL OCCUPATIONAL HEALTH AND SAFETY MATTERS

32.1 The following clothing will be supplied to all Employees (no later than 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 $125.00 upon producing of a purchase receipt);

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(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.

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

All items will comply with the relevant Australian Standards. The clothing selected will need to be breathable, be light weight, UV stable, have a high visibility quality, and have the maximum UPF rating.

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

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

32.2 Stand-By Drivers and Crane Crews

(a) The crane crew for each crane must consist of at least the following:

A crane driver;

A dogman/stand-by driver; and

A dogman

(b) Notwithstanding the above, any site with more than one crane crew shall provide a stand-by driver in accordance with the following scale:

2 cranes -1stand-by driver

3 cranes- 2 stand-by drivers

4 cranes- 3 stand-by drivers

5 cranes- 4 stand-by drivers

6 cranes or more- to be negotiated

(c) For short term absences by a driver or dogman/stand-by driver of 3 days or less, a replacement driver or dogman/stand-by driver will not be required. The dogman/ Stand-by driver will be paid at the same rate as the driver for all hours worked.

33. TIME AND WAGES RECORDS

33.1 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

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(d) Date of payment and period covered by wage statement

(e) Details of the number of ordinary hours worked

(f) Details of the number of overtime hours worked

(g) The ordinary hourly rate and the amount paid at that rate

(h) The overtime hourly rates and the amounts paid at those rates

(i) The gross wages paid

(j) The net wages paid

(k) Details of any deductions made from the wages

(l) Details of all accrued entitlements such as RDO's, personal leave, annual leave, etc

(m) Details of the Employer CBUS/BUSS(Q)/Energy Super 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/CIRT contribution, including when contribution was made and the amount

(o) Details of the Employer CIPQ/Energy Super Income Insurance payment, including when contribution was made and the amount

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

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

(a) The Employees date of birth

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

(c) The Employees tax file number

(d) The Employees CBUS/BUSS(Q)/Energy Super/Australian Super number

(e) The Employees BERT/CIRT/Protect number

(f) The Employees QLeave or NTBuild number

(g) The Employees CIPQ/Energy Super/Wageguard Income Insurance number

(h) Daily details of work including:

Daily start time and finish time

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 RDO's, Personal and annual leave, public holidays

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(k) Details of deductions

(l) Details of additions

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

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

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

(p) Net wages per week and year to date

(q) ROO's, sick and annual leave accrued per week and year to date

(r) CBUS/BUSS(Q)/Energy Super, BERT/CIRT, BEWT/JetCo, STQ, and CIPQ/Energy Super Income Insurance paid per week and year to date

34. UNION DELEGATE/EMPLOYEE REPRESENTATIVE RIGHTS

34.1 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; and

(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; and

(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

35. UNION DELEGATE FACILITIES

35.1 Union Delegate Facilities

The Employer shall provide an agreed facility for the use of the Union Delegate to perform their duties and functions as the on-site representative of the Employees. The provision of the following

facilities is to ensure that the Union Delegate is able to effectively perform his/her functions in a professional and timely manner. The facilities shall include:

(a) a telephone;

(b) an Ipad equipped with mobile Internet access;

(c) a table and chairs

(d) a filing cabinet

(e) air-conditioning/heating;

(f) access to stationery and other administrative facilities, including use of facsimile, use of e-mail, (if available on site), following consultation between the Union Delegate and Site Management

(g) a private lockable area.

36. UNION TRAINING LEAVE

36.1 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.

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

36.3 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.

36.4 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.

36.5 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.

36.6 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 Document classification rate including, shift work loadings where relevant plus Site Allowance where applicable.

36.7 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.

36.8 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.

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36.9 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.

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

37. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

37.1 Where the Employer wants to enter into a individual flexibility arrangement (IFA) it must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited, the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

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

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

(i) Time between which ordinary hours are worked;

(ii) Salary sacrifice Documents;

(iii) Reduction in ordinary hours;

(iv) Increase in annual leave accrual each year;

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

(vi) Increase in wages;

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

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

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

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

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

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

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

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

(a) in writing (including details of the terms that will be varied, how the IFA will vary the effect of the Enterprise Document terms, how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA, and the day on which the IFA commences);

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

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

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

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37.5 The Employer or Employee may terminate the IFA by either the Employer or Employee giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.

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

38. SHAM CONTRACTING

38.1 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.

38.2 The Employer recognises that the practice of sham contracting is unlawful and undermines the job security of the Employees covered by this Document. The Employer will ensure that sham contracting does not occur and agree that sham contracting is prohibited by this Document.

38.3 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.

38.4 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 Document.

38.5 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).

38.6 Where in breach of this clause a sham contract was in place, such that that Contractor was in fact an Employee under this Document, 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 Document; plus

(b) the site allowance (if applicable); plus

(c) the multi-storey allowance (if applicable), plus

(d) CBUS/BUSS(Q)/Energy Super/Australian Super, BERT/CIRT/PROTECT, CIPQ/Energy Super Income Insurance/WAGEGUARD and BEWT/JetCo, STQ.

39. SECURITY OF PAYMENTS

39.1 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.

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

39.3 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.

39.4 The Employer will:

(a) comply with all applicable laws and other requirements relating to the security of payments that are due to subcontractors; and

(b) ensure that payments which are due and payable are made in accordance with applicable legislative requirements including the Code and are not unreasonably withheld; and

(c) have a documented dispute settlement process in accordance with all applicable legislative requirements including the Code that details how disputes about payments will be resolved, includes a referral process to an independent adjudicator for determination if the dispute cannot be resolved between the parties and requires compliance with that process; and

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

39.5 The Employer will keep records demonstrating its compliance with clause 39.4. 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 39.4, 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) or the FW Act.

40. TEMPORARY FOREIGN LABOUR

40.1 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.

40.2 The Employer recognises that the engagement of temporary foreign labour may undermine the job security of the Employees covered by this Document. 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 Document.

40.3 The Employer will not engage temporary foreign labour unless:

(a) the position is first advertised in Australia;

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

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

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

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

40.4 The Employer will, within 7 days of receiving a written request from an Employee provide evidence demonstrating its compliance with this clause 41 of this Document. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth) or FW Act.

40.5 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.

41. QUALITY BUILDING MATERIALS

41.1 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.

41.2 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.

41.3 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

41.4 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 subclause.

42. COMPLIANCE WITH THIS DOCUMENT

42.1 Complaints, queries and concerns regarding entitlements paid in relation to the Awards or this Document shall be raised and resolved in accordance with the disputes procedure in this Document. 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.

42.2 In addition to above, the Parties recognise their ongoing legal requirement to be compliant with Australian laws and regulations.

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

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

(b) Legislative requirements such as:

(i) Fair Work Act 2009;

(ii) QLD/NT Workers Compensation;

(iii) Superannuation; and

(iv) Long Service Leave.

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

43. POSTING OF DOCUMENT AND NOTICES

43.1 A true copy of this Document 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.

44. SEVERABILITY

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

Appendix One - Rates of Pay & Allowances

1. Section One – Construction Workers

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

1.1 Wages

(a) The wage rates detailed in APPENDIX ONE, SECTION ONE for classifications CW1 to CW4 inclusive include the weekly hand tool allowance (where relevant);

(b) The ordinary time hourly rate for all purposes shall be calculated by dividing the appropriate weekly rate by 36;

(c) The wage rates for classifications CW 5 and above detailed in APPENDIX ONE, SECTION ONE do not contain the weekly hand tool allowance. Where this allowance is applicable, it must be paid in addition to the rates contained in APPENDIX ONE, SECTION FIVE.

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

CONSTRUCTION WORKER CLASSIFICATIONS AND RATES OF PAY						
CW8 - Supervisor						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,944.13	$2,041.34	$2,143.41	$2,250.58	$2,363.11	$2,481.26
p/h	$54.00	$56.70	$59.54	$62.51	$65.64	$68.92
CW7 - Tower Crane Operator, Tower Crane Rigger, Supervisor (Sub-Foreperson)						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,865.89	$1,959.18	$2,057.14	$2,160.00	$2,268.00	$2,381.40
p/h	$51.83	$54.42	$57.14	$60.00	$63.00	$66.15
CW6 – Trainer						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,788.19	$1,877.60	$1,971.48	$2,070.05	$2,173.56	$2,282.23
p/h	$49.67	$52.15	$54.76	$57.50	$60.37	$63.39
CW5 - Special Class Trades, Special Class Dogman (as defined), Refractory Bricklayer, Carver						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,710.50	$1,796.03	$1,885.83	$1,980.12	$2,079.13	$2,183.09
p/h	$47.51	$49.89	$52.38	$55.00	$57.75	$60.64
CW4 – Signwriter						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,661.00	$1,744.05	$1,831.25	$1,922.82	$2,018.96	$2,119.90
p/h	$46.14	$48.45	$50.87	$53.42	$56.09	$58.89
CW4 - Marker Setter Out, Letter Cutter, WHSO, Union delegate						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**

p/w	$1,718.47	$1,804.39	$1,894.61	$1,989.34	$2,088.81	$2,193.25
p/h	$47.74	$50.13	$52.64	$55.27	$58.03	$60.93
CW4 - Mobile Concrete Boom Pump Operator						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,635.22	$1,716.98	$1,802.83	$1,892.97	$1,987.62	$2,087.00
p/h	$45.42	$47.69	$50.07	$52.58	$55.21	$57.97
CW3 - Carpenters/Join ers, Stone-mason, Other Qualified Tradesperson*						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,640.77	$1,722.81	$1,808.95	$1,899.40	$1,994.37	$2,094.09
p/h	$45.58	$47.86	$50.25	$52.77	$55.40	$58.17
CW3 - Floorlayers, Plasterers, Tilers, Tuck-pointers						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,629.07	$1,710.52	$1,796.05	$1,885.85	$1,980.14	$2,079.15
p/h	$45.25	$47.51	$49.89	$52.38	$55.00	$57.75
CW3 - Bricklayers, Water-proofers						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,618.95	$1,699.90	$1,784.90	$1,874.14	$1,967.85	$2,066.24
p/h	$44.97	$47.22	$49.58	$52.06	$54.66	$57.40
CW3 - Slater, Ridge or Roof Fixer, Roof Tiler						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,604.05	$1,684.25	$1,768.46	$1,856.89	$1,949.73	$2,047.22
p/h	$44.56	$46.79	$49.13	$51.59	$54.17	$56.87
CW3 - Painters, Glaziers, Installers						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,583.30	$1,662.47	$1,745.59	$1,832.87	$1,924.52	$2,020.74
p/h	$43.98	$46.18	$48.49	$50.91	$53.46	$56.13
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	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,557.21	$1,635.07	$1,716.82	$1,802.66	$1,892.80	$1,987.44
p/h	$43.26	$45.42	$47.69	$50.08	$52.58	$55.21
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	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,494.96	$1,569.71	$1,648.20	$1,730.61	$1,817.14	$1,907.99
p/h	$41.52	$43.60	$45.78	$48.07	$50.47	$53.00
CW1 - Skilled Labourer, Formwork Labourer and Others						
p/w	$1,439.07	$1,511.02	$1,586.57	$1,665.90	$1,749.19	$1,836.65
p/h	$39.97	$41.97	$44.07	$46.27	$48.59	$51.01

APPRENTICE RATES OF PAY
Stage 4 of Apprenticeship (90% of CW3)

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From	1/7/2018	1/7/2019	1/7/2020	1/7/2021	1/7/2022	1/7/2023
p/w	$1,401.62	$1,471.61	$1,545.14	$1,622.40	$1,703.52	$1,788.69
p/h	$38.93	$40.88	$42.92	$45.07	$47.32	$49.69
Stage 3 of Apprenticeship (75% of CW3)						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$1,168.02	$1,226.34	$1,287.62	$1,352.00	$1,419.60	$1,490.58
p/h	$32.45	$34.07	$35.77	$37.56	$39.43	$41.41
Stage 2 of Apprenticeship (75% of CW3)						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$934.42	$981.07	$1,030.09	$1,081.60	$1,135.68	$1,192.46
p/h	$25.96	$27.25	$28.61	$30.05	$31.55	$33.12
Stage 1 of Apprenticeship (50% of CW3)						
From	**1/7/2018**	**1/7/2019**	**1/7/2020**	**1/7/2021**	**1/7/2022**	**1/7/2023**
p/w	$778.68	$817.56	$858.41	$901.33	$946.40	$993.72
p/h	$21.63	$22.71	$23.85	$25.04	$26.29	$27.60

Trainee Wages

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

TRAINEE WAGES						
Stage 5 of Traineeship (100% of CW3)						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
p/w	$1,557.21	$1,635.07	$1,716.82	$1,802.66	$1,892.80	$1,987.44
p/h	$43.26	$45.42	$47.69	$50.08	$52.58	$55.21
Stage 4 of Traineeship (CW2 - 96% of CW3)						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
p/w	$1,494.92	$1,569.67	$1,648.15	$1,730.56	$1,817.09	$1,907.94
p/h	$41.53	$43.60	$45.78	$48.07	$50.48	$53.00
Stage 3 of Traineeship (CW1 - 92.4% of CW3)						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
p/w	$1,438.86	$1,510.80	$1,586.34	$1,665.66	$1,748.95	$1,836.39
p/h	$39.97	$41.97	$44.07	$46.27	$48.58	$51.01
Stage 2 of Traineeship (CW1(b) - 88% of CW3)						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
p/w	$1,370.34	$1,438.86	$1,510.80	$1,586.34	$1,665.66	$1,748.95
p/h	$38.07	$39.97	$41.97	$44.07	$46.27	$48.58
Stage 1 of Traineeship (New Entrant - 82% of CW3)						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
p/w	$1,276.91	$1,340.76	$1,407.80	$1,478.19	$1,552.09	$1,629.70
p/h	$35.47	$37.24	$39.11	$41.06	$43.12	$45.27

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

MOBILE HYDRAULIC PLATFORMS AND MOBILE CRANE CLASSIFICATIONS - RATES OF PAY						
MOBILE HYDRAULIC PLATFORMS						
Trainee (as defined)						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,511.99	$1,587.59	$1,666.97	$1,750.32	$1,837.83	$1,929.73
ph	$42.00	$44.10	$46.31	$48.62	$51.05	$53.60
Boom length up to and including 11 metres (including trainees)						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,519.43	$1,595.40	$1,675.17	$1,758.93	$1,846.87	$1,939.22
ph	$42.21	$44.32	$46.54	$48.86	$51.31	$53.87
Boom length over 11 metres and up to 17 metres						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,588.62	$1,668.05	$1,751.45	$1,839.03	$1,930.98	$2,027.53
ph	$44.13	$46.34	$48.66	$51.09	$53.64	$56.33
Boom length over 17 metres and up to 23 metres						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,633.86	$1,715.55	$1,801.33	$1,891.39	$1,985.96	$2,085.26
ph	$45.39	$47.66	$50.04	$52.55	$55.17	$57.93
Boom length over 23 metres and up to 28 metres						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,687.08	$1,771.43	$1,860.00	$1,953.00	$2,050.65	$2,153.18
ph	$46.86	$49.20	$51.66	$54.24	$56.96	$59.80
Unit equipped with underbridge unit						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,687.08	$1,771.43	$1,860.00	$1,953.00	$2,050.65	$2,153.18
ph	$46.86	$49.20	$51.66	$54.24	$56.96	$59.80
MOBILE CRANES						
Up to 20 tonnes						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,627.88	$1,709.27	$1,794.73	$1,884.47	$1,978.69	$2,077.63
ph	$45.22	$47.48	$49.85	$52.35	$54.96	$57.71
Over 20 tonnes and up to 60 tonnes						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,679.31	$1,763.28	$1,851.44	$1,944.02	$2,041.22	$2,143.28
ph	$46.65	$48.98	$51.43	$54.00	$56.70	$59.54
Over 60 tonnes and up to 100 tonnes						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,729.75	$1,816.24	$1,907.05	$2,002.40	$2,102.52	$2,207.65
ph	$48.05	$50.45	$52.97	$55.62	$58.40	$61.32
Over 100 tonnes and up to 200 tonnes						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,776.73	$1,865.57	$1,958.85	$2,056.79	$2,159.63	$2,267.61

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ph	$49.35	$51.82	$54.41	$57.13	$59.99	$62.99
Over 200 tonnes and up to 300 tonnes						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,866.73	$1,960.07	$2,058.07	$2,160.98	$2,269.03	$2,382.48
ph	$51.85	$54.44	$57.16	$60.02	$63.02	$66.17
Over 300 tonnes and up to 400 tonnes						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,904.79	$2,000.03	$2,100.03	$2,205.03	$2,315.28	$2,431.05
ph	$52.92	$55.57	$58.35	$61.27	$64.33	$67.55
Over 400 tonnes/special purpose cranes						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,955.24	$2,053.00	$2,155.65	$2,263.43	$2,376.60	$2,495.43
ph	$54.32	$57.04	$59.89	$62.89	$66.03	$69.33
Rigger, dogman						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,590.09	$1,669.59	$1,753.07	$1,840.72	$1,932.76	$2,029.40
ph	$44.17	$46.38	$48.70	$51.13	$53.69	$56.38
EARTHMOVERS CLASSIFICATIONS – RATES OF PAY						
CW3						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,528.48	$1,604.90	$1,685.15	$1,769.40	$1,857.87	$1,950.77
ph	$42.46	$44.58	$46.81	$49.15	$51.61	$54.19
CW4						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,577.97	$1,656.87	$1,739.71	$1,826.70	$1,918.03	$2,013.94
ph	$43.83	$46.02	$48.32	$50.74	$53.27	$55.94
CW5						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,645.03	$1,727.28	$1,813.64	$1,904.33	$1,999.54	$2,099.52
ph	$45.69	$47.97	$50.37	$52.89	$55.53	$58.31
CW6						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,706.77	$1,792.11	$1,881.72	$1,975.80	$2,074.59	$2,178.32
ph	$47.40	$49.77	$52.26	$54.87	$57.61	$60.50
PILING CLASSIFICATIONS - RATES OF PAY						
CW7 - Senior Supervisor						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,821.43	$1,912.50	$2,008.13	$2,108.53	$2,213.96	$2,324.66
ph	$50.60	$53.12	$55.78	$58.56	$61.49	$64.57
CW6 - Working Supervisor						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**

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pw	$1,745.62	$1,832.90	$1,924.55	$2,020.77	$2,121.81	$2,227.90
ph	$48.49	$50.91	$53.46	$56.13	$58.93	$61.88
CW5 - Junior Supervisor						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,669.68	$1,753.16	$1,840.82	$1,932.86	$2,029.50	$2,130.98
ph	$46.38	$48.70	$51.14	$53.69	$56.38	$59.20
CW4 - Senior Foundation Operator (SFO)						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,604.00	$1,684.20	$1,768.41	$1,856.83	$1,949.67	$2,047.16
ph	$44.56	$46.78	$49.12	$51.57	$54.15	$56.86
CW3 - Foundation Operator (FO)						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,557.44	$1,635.31	$1,717.08	$1,802.93	$1,893.08	$1,987.73
ph	$43.26	$45.43	$47.70	$50.09	$52.59	$55.22
CW3 - Foundation Labourer - Skilled (FSL)						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,557.44	$1,635.31	$1,717.08	$1,802.93	$1,893.08	$1,987.73
ph	$43.26	$45.43	$47.70	$50.09	$52.59	$55.22
CW2 - Foundation Labourer 2 (FL2)						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,495.07	$1,569.83	$1,648.32	$1,730.74	$1,817.27	$1,908.14
ph	$41.53	$43.61	$45.79	$48.08	$50.48	$53.01
CW1 - Foundation Labourer 1 (FL1)						
From	**1/07/2018**	**1/07/2019**	**1/07/2020**	**1/07/2021**	**1/07/2022**	**1/07/2023**
pw	$1,439.11	$1,511.07	$1,586.62	$1,665.95	$1,749.25	$1,836.72
ph	$39.98	$41.97	$44.07	$46.27	$48.59	$51.01

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2. SECTION TWO – Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trade Workers

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

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

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

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

Classifications

Key concepts and terms

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

Fabrication includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Prefabrication includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

a) sheet lead, galvanized iron or other classes of sheet metal or any other materials which supersede the materials usually fixed by plumbers;
b) lead, wrought, cast or sheet iron, copper, brass or other classes of pipe work;
c) water (hot or cold), steam, gas, air, beer, spirits, vacuum, heating or ventilating appliances, fittings, services or installations; or
d) house, ship, sanitary, chemical or general plumbing or drainage and irrigation.

Services stream includes all fields of work principally concerned with the installation, commissioning and maintenance of services, whether performed in relation to buildings, structures or engineering projects and irrespective of when that work is undertaken in the construction process.

- **Services Stream (Plumbing and Mechanical Services)** means the skills and tasks at all appropriate levels in the classification structure which are included in the fields of work relevant to this APPENDIX.
- **Services stream (Sprinkler Fitting)** means the skills and tasks at all appropriate levels in the classification structure which are included in the fields of work relevant to this APPENDIX.

Engagement and Classification

The Employer will instruct each employee upon engagement the classification level they are employed at in accordance with the below table.

Employees shall be paid the rates of pay described in this Appendix in accordance with the level to which they are classified.

In determining the appropriate classification/reclassification of a position or job to be filled by an employee, an employer will give full regard to:

a) whether the employee has proven competencies to the classification sought within an approved skills package;

b) whether the employee is or is likely to utilise 50% or more of the competencies mentioned above during his/her employment with the employer over a reasonable period of time;

c) whether the employee possess the skills required for the employee's base level of pay; and

d) the experience and/or qualifications of the employee in relevant indicative tasks nominated in the classification definitions contained in the appendix; and/or

If a dispute arises as to the proper classification of a position or job to be filled by an employee the matter will be determined in accordance with the dispute settlement procedure of this Document provided that the parties may seek to have the process informed by persons with technical/educational expertise to assist in the process of resolving the dispute and any other persons the parties believe would assist in the resolution of the dispute.

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Classification Structure

Classification	Relativity to Tradesperson (%)
Plumbing & Mechanical Services Classifications	
Plumbing and mechanical services assistant/ Plumbing and mechanical services sheet metal worker	90
Plumbing and mechanical services worker level 3	100
Plumbing and mechanical services tradesperson level 1	100
Plumbing and mechanical services tradesperson level 2	105.2
Plumbing and mechanical tradesperson - special class level 1	110
Plumbing and mechanical services tradesperson - special class level 2	115
Sprinkler Fitting Classifications	
Sprinkler Fitter Assistant	86.29
Sprinkler Fitting Tradesperson Level 2	105.2
Sprinkler Fitting Tradesperson – special class level 1	110
Sprinkler Fitting Tradesperson – special class level 2	115
Roofing Classifications	
Roof Plumber (possessing relevant Certificate III trade qualification)	105.2
Roof Plumber (fully competent to trade level)	100
Roof Plumber (trade assistant)	80
Lagging Classifications	
New Entrant/ Assistant	65
Lagger Class C	85
Lagger Class D	90
Tradesperson, Lagger, Sheet Metal Worker	100
Apprentices	
1st Year – Plumbing and Mechanical Stream	40
2nd Year – Plumbing and Mechanical Stream	55
3rd Year (also mature age 1st year, 2nd year and 3rd year) – Plumbing and Mechanical Stream	75
4th Year – Plumbing and Mechanical Stream	90
1st Year – Roofing Stream	40
2nd Year – Roofing Stream	60
3rd Year (also mature age 1st year, 2nd year and 3rd year) – Roofing Stream	80
1st Year – Fire Sprinkler Fitting	
2nd Year – Fire Sprinkler Fitting	
3rd Year (also mature age 1st year, 2nd year and 3rd year) – Fire Sprinkler Fitting	
4th Year – Fire Sprinkler Fitting	

Classification Definitions

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

(a) **Plumbing & Mechanical Services**

Plumbing and mechanical services assistant/ Plumbing and mechanical services sheet metal worker

This classification incorporates, among other things, the following former classifications:

- Plumbing and mechanical services sheet metal worker level 1(a) new entrant under the age of 21 (after 12 months employees not offered an apprenticeship will be moved to Plumbing and Mechanical Services Worker level 1(b));
- Plumbing and mechanical services sheet metal worker level 1(b) (new entrant) over the age of 21;

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- Plumbing and mechanical services worker level 2(a) (new entrant) - upon commencement in the industry;
- Plumbing and mechanical services worker level 2(b) - after three months in the industry (after three months in the industry or, for those translating from level 1, 3 months at level 2(a));
- Plumbing and mechanical services worker level 2(c) - after twelve months in the industry (after twelve months in the industry or, for those translating from level 1, following 12 months at level 2(b));
- Plumbing and mechanical services worker level 2(d) - upon fulfilling the substantive requirements of plumbing and mechanical services worker level 2(d);

This classification further incorporates where work is performed by a Trades Assistant "of an unskilled nature" as defined by the Plumbing and Drainage Act 2002, as amended and/ or replaced from time to time. Subject to any determination of the Plumbers and Drainers Board the parties to this Document define work of an unskilled nature to mean:

Organising of tools;

Painting of pipe;

Carry pipe around the work site;

Lay pipe out;

Assist in measuring up;

Concreting around pipes;

Install penetration seals;

Assist in fire rating;

Clean up;

Carry out other labouring tasks e.g. dig holes, loading and unloading material and equipment; and

Pick up and deliver material and equipment to site.

A Plumbing and Mechanical Services Worker Level 2(d) is an employee who has fulfilled the substantive requirements of a Plumbing and Mechanical Services Worker Level 2(d) as detailed below. An employee at this level will have:

- For Plumbing and Mechanical Services workers - successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Level 1 consisting of sixteen appropriate modules of structured training agreed to between the parties to this Document; or
- obtained equivalent skills gained through work experience subject to competency testing to the prescribed standard covering the same content as the above modules of training.

An employee at this level performs work above and beyond the skills of an employee at Plumbing and Mechanical Services Worker Level 2(c) and to the level of her/his training:

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- Assists in the co-ordination of work in a team environment or works individually under general supervision.
- Is responsible for ensuring the quality of their own work.
- Exercises discretion within their level of skill and training.
- Has an understanding of the construction processes within the services stream.
- Assists in the provision of on-the-job training to a limited degree.
- Works from instructions and procedures.
- Implements basic fault-finding and problem solving skills within the employee's sphere of work.
- Measures accurately for their area of operation.
- Works in a safe manner.
- Interacts harmoniously with employees of other companies on site or at the workplace.
- Adapts to a changing work environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having completed the appropriate training to perform the particular task:

- Erect and dismantle scaffolding.
- Assist with rigging.
- Undertake basic oxy cutting.
- Execute shoring/trenching.
- Undertake site drainage and de-watering.
- Assisting one or more tradespersons.
- Safely handle waste.
- Use tools, plant and equipment requiring the exercise of skill and knowledge beyond that of an employee at Plumbing and Mechanical Services Worker Level 1(c).

Plumbing Mechanical Services Worker Level 3 (100%)

A Plumbing and Mechanical Services Worker Level 3 is an employee who has:

- successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Certificate 2 of formal structured training agreed to between the parties to this Document: or
- obtained equivalent skills gained through work experience subject to competency testing to the prescribed standards covering the content of the above agreed modules of training: or
- Is a licensed Drainer

Employee at this level performs work to the level of her/his training:

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- Exercises good interpersonal communication skills.
- Exercises discretion within their level of training.
- Understands and applies quality control techniques.
- Performs work under general supervision either individually or in a team environment.
- Has knowledge of the four streams within the building and construction industry and how they inter-relate.
- Works in a safe manner.
- Having been given adequate written or verbal instruction, be able to control their own schedule of work and meet objectives with general supervision
- Is capable of detailed measuring techniques.
- Interacts with and assists employees of other companies on site or at the workplace.
- Anticipates and plans for constant changes to the work environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having completed the appropriate training to perform the particular task:

- Operating a laser when carrying out levelling.
- Read and interpret plans and specifications.
- Operate machinery and equipment.
- Assists with informal on-the-job guidance to other employees to a limited degree.
- Performs work for which a Drainers license is required.

Plumbing Mechanical Services Tradesperson Level 1 (100%)

A Plumbing and Mechanical Services Tradesperson Level 1 is an employee who is not a licensed drainer or performing mechanical services pipe-work but perform work of a skilled trade nature for which registration with a recognised licensing authority is not required although the person may not be formally trade qualified and who is able to exercise the skill and knowledge of the relevant trade:

- Exercises good interpersonal and communication skills.
- Reads, interprets and applies information from plans.
- Understands and applies quality control techniques.
- Exercises discretion within the scope of this grade.
- Performs work under general supervision either individually or in a team environment.
- Is able to perform tasks safely and be able to identify hazards within their sphere of work.
- Assists with informal on-the-job guidance to a limited degree.

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- Performs non-trade tasks incidental to their work.
- Has knowledge of the fields of work within the Plumbing and Mechanical Services sector of the services stream and how they relate to the other areas of the services stream.
- Performs work which, while primarily involving the skills of the plumbing and mechanical services trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

The Plumbing and Mechanical Services Tradesperson Level 1 classification incorporates any worker working in any classification covered by the scope of this APPENDIX as it applied prior to this Document who is not:

- Engaged on tasks purely of an unskilled nature
- A Licensed Drainer
- A Licensed Plumber
- A Licensed Gasfitter
- A Mechanical Plumber performing any Mechanical Services Pipe-work
- Holding a trade certificate level 3 in a trade within the national plumbing training packages.

For clarity, this classification includes, among other things, non-licensed persons performing irrigation plumbing, 'beer plumbing', water storage tank plumbing, installation of metal cladding, and pool plumbing.

Plumbing and Mechanical Services Tradesperson Level 2 (105.2%)

A Plumbing and Mechanical Services Tradesperson Level 2 is either:

- a Plumbing and Mechanical Services Tradesperson Level 1 who has successfully completed three appropriate modules within an approved skills package in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or
- A person who holds a trade certificate level 3 within the national plumbing training packages relevant to work being performed under this Document; or
- A person who holds a trade certificate level 3 in Engineering – Fabrication.

A Plumbing and Mechanical Services Tradesperson Level 2works above and beyond a Plumbing and Mechanical Services tradesperson at Level 1 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Works under general supervision either individually or in a team environment.
- Understands and implements quality control techniques.
- Provides trade guidance and assistance as part of a work team.

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- Exercises discretion within the scope of this grade.
- Has knowledge of occupational, health and safety requirements subject to the level of their training.
- Reads, interprets and applies information from plans.

For a Plumbing and Mechanical Services Tradesperson Level 2, the following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training to enable them to perform the particular tasks:

- Exercises skills involved in fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

Where a skills package has been identified and approved by the CSQ Services Skills Advisory Committee as core skills possessed by plumbers within the construction industry within each field of work of the services stream then such skills shall be a perquisite for further progression under this career path.

Where an employee possesses less than half of the skills identified above the employer may require such employee to undertake gap training until such employee is competent within the field of work.

For clarity, this classification includes, among other things, licensed persons performing irrigation plumbing, 'beer plumbing', water storage tank plumbing, installation of metal cladding, and pool plumbing.

Plumbing and Mechanical Services Tradesperson Special Class Level 1 (110%)

A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 is a Plumbing and Mechanical Services Tradesperson Level 2 who has successfully completed the following training requirements:

- has been assessed as a competent plumber within the relevant field of work; and
- three appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 2; or
- the equivalent; or
- will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or

A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson Level 2 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Understands and implements quality control techniques.
- Provides trade guidance and assistance as part of a team
- Exercises discretion within the scope of this grade.
- Works under limited supervision, either individually or in a team environment.
- Reads, interprets and applies information from plans.

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The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training to enable the employee to perform the particular indicative tasks:

- Exercises precision trade skills using various materials and/or specialised techniques.
- Schedule and plan work activity
- Write brief reports on work activity.
- Have knowledge of the Australian Standards applying to their sphere of work.
- Recognise hazards associated with tasks in their field of work.
- For Plumbing and Mechanical Services Tradespersons, exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

Plumbing and Mechanical Services Tradesperson - Special Class Level 2 (115%)

A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 who successfully completed the following training requirements:

- three appropriate modules in addition to the requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 1; or
- equivalent; or
- will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Provides trade guidance and assistance as part of a work team.
- Understands and implements quality control techniques.
- Works either independently within the skill level of the employee, or in a team environment with limited supervision.
- Reads, interprets and applies information from plans.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training to enable the employee to perform the particular indicative tasks:

- Exercises high precision trade skills using various materials and/or specialised techniques.
- For Plumbing and Mechanical Services Tradespersons, exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning

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of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

(b) **Sprinkler Fitting**

Sprinkler Fitting Assistant (86.29%)

The Plumbing and Drainage Act 2003 limits work done by a Trades Assistant to work "of an unskilled nature". Subject to any determination of the Plumbers and Drainers Board the parties to this Document define work of an unskilled nature to mean:

Organising of tools;

Painting of pipe;

Carry pipe around the work site;

Lay pipe out;

Assist in measuring up;

Concreting around pipes;

Install penetration seals;

Assist in fire rating;

Clean up;

Carry out other labouring tasks e.g. dig holes, loading and unloading material and equipment; and

Pick up and deliver material and equipment to site.

Sprinkler Fitting Tradesperson Level 2 (105%)

A Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed three appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Sprinkler Fitting Tradesperson Level 2 works above and beyond a Sprinkler Fitting Tradesperson at level 1 and to the level of her/his training.

Exercises the skills attained through completion of the training prescribed for this classification.

Works under general supervision either individually or in a team environment.

Understands and implements quality control techniques.

(d) Provides trade guidance and assistance as part of a work team.

(e) Exercises discretion within their level of training.

(f) Has knowledge of occupational, health and safety requirements subject to the level of their training.

(g) Reads, interprets and applies information from plans.

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The following indicative task which an Employee at this level may perform is subject to the Employee having the appropriate Trade and Post Trade training to enable them to perform the particular task:

- exercises the skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, C02 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

Sprinkler Fitting Tradesperson - Special Class Level 1 (110%)

A Sprinkler Fitting Tradesperson - Special Class Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has completed the following training requirements successfully completed six appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Sprinkler Fitting Tradesperson - Special Class Level 1 works above and beyond a Sprinkler Fitting Tradesperson Level II and to the level of her/his training

Exercises the skills attained through completion of the training prescribed for this classification.

Understands and implements quality control techniques.

Provides trade guidance and assistance as part of a team.

Works under limited supervision either individually or in a team environment.

Reads, interprets and applies information from plans.

Exercises discretion within their level of training.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate Trade and Post Trade training to enable the Employee to perform the particular indicative tasks:

- Exercises precision trade skills using various materials and/or specialized techniques.
- Schedules and plan work activity.
- Writes brief reports on work activity.
- Has knowledge of the Australian Standards applying to their sphere of work.
- Recognises hazards associated with tasks in their field of work.
- exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

Sprinkler Fitting Tradesperson - Special Class Level 2 (115%)

A Sprinkler Fitting Tradesperson - Special Class Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has completed the following training requirements successfully completed nine appropriate modules in addition to the requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have

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equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Sprinkler Fitting Tradesperson - Special Class Level 2 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 1 and to the level of her/his training:

(a) Exercises the skills attained through completion of the training prescribed for this classification.

Provides trade guidance and assistance as part of a work team.

Understands and implements quality control techniques.

Works under limited supervision either individually or in a team environment.

Reads, interprets and applies information from plans.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate Trade and Post Trade training to enable the Employee to perform the particular indicative tasks:

- exercises high Precision Trade Skills using various materials and/or specialised techniques;
- exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.

(c) **Lagging**

New Entrant/ Assistant (65%)

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

Lagger Class C (85%)

Is a worker who has completed 12 months within the industry and can carry out two of the below work classes with limited supervision and be credited with and carry out two of the above work classes.

- External insulation
- Internal insulation
- Chilled water insulation
- Acoustic insulation

Lagger Class D (90%)

Is an employee who has 12 + months experience and who can carry out all of the above.

Tradesperson, Lagger, Sheet Metal Worker (100%)

Is an employee who can carry out, and is accredited in all of the above work classes and manufactures and fits sheathing.

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Adult Apprentices

Adult apprentices are apprentices who commence their apprenticeship at the age of 21 years or older.

Adult apprentices engaged under any of the classifications set out in clause 1 of this Appendix will be paid a minimum rate equal to the rate of pay for a third year apprentice, for the first three years of the apprenticeship.

Apprentices: Plumber Competencies

For those plumbing apprentices that commence their employment during the life of this Document, they will have successfully gained the following nominated training outcomes in conjunction with the 4 year term of
their apprenticeship;

- General Induction for Construction
- Plumbers and Drainers Licence
- Senior First Aid
- Backflow Accreditation
- TMV Accreditation
- Scissor Lift and over 11 metre EWP Accreditation
- Manual Handling Awareness
- Confined Space

Rates of Pay

Classification	Relativity to Tradesperson (%)	1/7/2018	1/7/2019	1/7/2020	1/7/2021	1/7/2022	1/7/2023
Plumbing & Mechanical Services Classifications							
Plumbing and mechanical services assistant/ Plumbing and mechanical services sheet metal worker	90	$41.55	$43.63	$45.81	$48.10	$50.50	$53.03
Plumbing and mechanical services worker level 3	100	$46.16	$48.47	$50.89	$53.44	$56.11	$58.91
Plumbing and mechanical services tradesperson level 1	100	$46.16	$48.47	$50.89	$53.44	$56.11	$58.91
Plumbing and mechanical services tradesperson level 2	105.2	$48.53	$50.96	$53.50	$56.18	$58.99	$61.94
Plumbing and mechanical tradesperson - special class level 1	110	$50.77	$53.31	$55.97	$58.77	$61.71	$64.80
Plumbing and mechanical services tradesperson - special class level 2	115	$53.06	$55.71	$58.50	$61.42	$64.49	$67.72
Sprinkler Fitting Classifications							
Sprinkler Fitter Assistant	86.29	$41.40	$43.47	$45.64	$47.93	$50.32	$52.84
Sprinkler Fitting Tradesperson Level 2	105.2	$48.53	$50.96	$53.50	$56.18	$58.99	$61.94
Sprinkler Fitting Tradesperson – special class level 1	110	$50.77	$53.31	$55.97	$58.77	$61.71	$64.80

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Sprinkler Fitting Tradesperson – special class level 2	115	$53.06	$55.71	$58.50	$61.42	$64.49	$67.72
Roofing Classifications							
Roof Plumber (possessing relevant Certificate III trade qualification)	105.2	$48.53	$50.96	$53.50	$56.18	$58.99	$61.94
Roof Plumber (fully competent to trade level)	100	$46.16	$48.47	$50.89	$53.44	$56.11	$58.91
Roof Plumber (trade assistant)	80	$36.93	$38.78	$40.72	$42.75	$44.89	$47.13
Lagging Classifications							
New Entrant/ Assistant	65	$30.01	$31.51	$33.08	$34.74	$36.47	$38.30
Lagger Class C	85	$39.23	$41.19	$43.25	$45.41	$47.68	$50.07
Lagger Class D	90	$41.55	$43.63	$45.81	$48.10	$50.50	$53.03
Tradesperson, Lagger, Sheet Metal Worker	100	$46.16	$48.47	$50.89	$53.44	$56.11	$58.91
Apprentices (Except Roofing and Sprinkler Fitting)							
1st Year	40	$18.47	$19.39	$20.36	$21.38	$22.45	$23.57
2nd Year	55	$25.39	$26.66	$27.99	$29.39	$30.86	$32.40
3rd Year (also mature age 1st year, 2nd year and 3rd year)	75	$34.63	$36.36	$38.18	$40.09	$42.09	$44.20
4th Year	90	$41.55	$43.63	$45.81	$48.10	$50.50	$53.03
Apprentices (Roofing)							
1st Year	40	$18.47	$19.39	$20.36	$21.38	$22.45	$23.57
2nd Year	60	$27.70	$29.08	$30.54	$32.06	$33.67	$35.35
3rd Year (also mature age 1st year, 2nd year and 3rd year)	80	$36.93	$38.78	$40.72	$42.75	$44.89	$47.13
Apprentices (Sprinkler Fitting)							
1st Year		$23.98	$25.18	$26.44	$27.76	$29.15	$30.61
2nd Year		$26.40	$27.72	$29.11	$30.56	$32.09	$33.69
3rd Year		$35.92	$37.72	$39.60	$41.58	$43.66	$45.84
4th Year (also mature age 1st year, 2nd year and 3rd year)		$43.18	$45.34	$47.61	$49.99	$52.49	$55.11

1. Allowances

2. Employees Accepting Responsibility to Statutory Authorities

This allowance applies to employees within the classifications set out in SECTION TWO of this appendix.
An Employee who is required to act on their plumbers or gasfitters licence/s issued by an appropriate state authority will be paid an additional amount per week for each week of their employment whether or not they have in fact acted on such licence/s. Acting on one's licence will mean signing of notices, assuming responsibility to relevant authorities.

3. Compensation for Tools and Clothing

An Employee whose clothes, spectacles, hearing aid, or tools have been accidentally spoilt by acid, sulphur or other substances will be paid such amount to cover the loss thereby suffered by the employee as may be agreed upon between the employee and the employer.

An Employee will be reimbursed by the Employer to the maximum amount in APPENDIX ONE, SECTION FIVE for loss of tools or clothing by fire or breaking and entering whilst securely stored at the Employer's direction in a room or building on the Employer's premises, job or workshop, or if the tools are lost or stolen while being transported by the Employee at the employers' direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an Employee's absence after

leaving the job because of injury or illness. An Employee transporting their own tools will take all reasonable care to protect those tools and prevent theft or loss.

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

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

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

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

4. Apprentices Training

In addition to provisions elsewhere in this Document at clause 18, Apprentices shall be paid all wages and allowances as specified by this Document whilst attending training including daily fares and travel. All time spent attending training in the course of the apprenticeship shall count as time served for all purpose.

5. Training

In addition to provisions elsewhere in this Document at clause 19, "All reasonable costs associated with training, including meals, accommodation and course fees will be paid by the Employer."

6. Public and Product Liability Insurance

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

7. Call Back

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

8. The Services Trades Queensland (STQ)

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

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

As represented by their respective employer associations:

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- the Master Plumbers Association Queensland,
- the National Fire Industry Association Queensland; and
- Air Conditioning and Mechanical Contractors Association Queensland.

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

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

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

From 1/07/2018	From 1/7/2019	From 1/7/2020	From 1/7/2021	From 1/7/2022	From 1/7/2023
$25.00	$30.00	$35.00	$40.00	$45.00	$50.00

For clarity, this amount is paid in addition to BEWT.
Contributions will continue to be paid on behalf of an Employee during any absence of paid leave (including periods on WorkCover (for the first 12 months), CIPQ and Q-Leave.

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

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

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

3. SECTION THREE – Electrical Workers

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

Wages

COMMERCIAL CONSTRUCTION												
Grade	1/07/2018		1/07/2019		1/07/2020		1/07/2021		1/07/2022		1/07/2023	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Electrical Worker Grade 10	$2,391.86	$66.44	$2,511.45	$69.76	$2,637.03	$73.25	$2,768.88	$76.91	$2,907.32	$80.76	$3,052.69	$84.80
Electrical Worker Grade 9	$2,197.47	$61.04	$2,307.34	$64.09	$2,422.71	$67.30	$2,543.85	$70.66	$2,671.04	$74.20	$2,804.59	$77.91
Electrical Worker Grade 8	$2,132.46	$59.24	$2,239.08	$62.20	$2,351.04	$65.31	$2,468.59	$68.57	$2,592.02	$72.00	$2,721.62	$75.60
Electrical Worker Grade 7	$2,002.78	$55.63	$2,102.92	$58.41	$2,208.06	$61.34	$2,318.47	$64.40	$2,434.39	$67.62	$2,556.11	$71.00
Electrical Worker Grade 6	$1,932.81	$53.69	$2,029.45	$56.37	$2,130.92	$59.19	$2,237.47	$62.15	$2,349.34	$65.26	$2,466.81	$68.52
Foreman Rate Grade 2	$1,890.05	$52.50	$1,984.55	$55.13	$2,083.78	$57.88	$2,187.97	$60.78	$2,297.37	$63.82	$2,412.24	$67.01
Foreman Rate Grade 1	$1,849.87	$51.39	$1,942.36	$53.95	$2,039.48	$56.65	$2,141.46	$59.48	$2,248.53	$62.46	$2,360.95	$65.58
Electrical Worker Grade 5	**$1,769.50**	**$49.15**	**$1,857.98**	**$51.61**	**$1,950.87**	**$54.19**	**$2,048.42**	**$56.90**	**$2,150.84**	**$59.75**	**$2,258.38**	**$62.73**
Electrical Fitter	$1,727.03	$47.97	$1,813.38	$50.37	$1,904.05	$52.89	$1,999.25	$55.53	$2,099.22	$58.31	$2,204.18	$61.23
Communication Technician	$1,679.23	$46.65	$1,763.19	$48.98	$1,851.35	$51.43	$1,943.92	$54.00	$2,041.11	$56.70	$2,143.17	$59.53
Electrical Worker Grade 4	$1,638.27	$45.51	$1,720.18	$47.78	$1,806.19	$50.17	$1,896.50	$52.68	$1,991.33	$55.31	$2,090.89	$58.08
Electrical Worker Grade 3	$1,552.04	$43.11	$1,629.64	$45.27	$1,711.12	$47.53	$1,796.68	$49.91	$1,886.51	$52.40	$1,980.84	$55.02
Electrical Worker Grade 2	$1,465.82	$40.72	$1,539.11	$42.75	$1,616.07	$44.89	$1,696.87	$47.14	$1,781.71	$49.49	$1,870.80	$51.97
Electrical Worker Grade 1	$1,379.59	$38.32	$1,448.57	$40.24	$1,521.00	$42.25	$1,597.05	$44.36	$1,676.90	$46.58	$1,760.75	$48.91
These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.												

LIFT MECHANICS - ELECTRICAL & MECHANICAL												
Grade	1/07/2018		1/07/2019		1/07/2020		1/07/2021		1/07/2022		1/07/2023	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Tuner - Level 1	$2,197.47	$61.04	$2,307.34	$64.09	$2,422.71	$67.30	$2,543.85	$70.66	$2,671.04	$74.20	$2,804.59	$77.91
Tuner - Level 2	$2,052.00	$57.00	$2,154.60	$59.85	$2,262.33	$62.84	$2,375.45	$65.98	$2,494.22	$69.28	$2,618.93	$72.75
Tuner - Level 3	$2,002.78	$55.63	$2,102.92	$58.41	$2,208.06	$61.34	$2,318.47	$64.40	$2,434.39	$67.62	$2,556.11	$71.00
Electrcian - Special Class	$1,932.81	$53.69	$2,029.45	$56.37	$2,130.92	$59.19	$2,237.47	$62.15	$2,349.34	$65.26	$2,466.81	$68.52
Mechanical Fitter - Special Class	$1,909.44	$53.04	$2,004.91	$55.69	$2,105.16	$58.48	$2,210.42	$61.40	$2,320.94	$64.47	$2,436.98	$67.69
Electrician	$1,769.50	$49.15	$1,857.98	$51.61	$1,950.87	$54.19	$2,048.42	$56.90	$2,150.84	$59.75	$2,258.38	$62.73
Mechanical Fitter	$1,727.03	$47.97	$1,813.38	$50.37	$1,904.05	$52.89	$1,999.25	$55.53	$2,099.22	$58.31	$2,204.18	$61.23
Trades Assistant	$1,638.27	$45.51	$1,720.18	$47.78	$1,806.19	$50.17	$1,896.50	$52.68	$1,991.33	$55.31	$2,090.89	$58.08
APPRENTICES												
Apprentices												
First Year	$973.23	$27.03	$1,021.89	$28.39	$1,072.98	$29.81	$1,126.63	$31.30	$1,182.96	$32.86	$1,242.11	$34.50
Second Year	$1,150.18	$31.95	$1,207.68	$33.55	$1,268.07	$35.22	$1,331.47	$36.99	$1,398.04	$38.83	$1,467.95	$40.78
Third Year	$1,327.13	$36.86	$1,393.48	$38.71	$1,463.16	$40.64	$1,536.31	$42.68	$1,613.13	$44.81	$1,693.79	$47.05
Fourth Year	$1,592.55	$44.24	$1,672.18	$46.45	$1,755.79	$48.77	$1,843.58	$51.21	$1,935.75	$53.77	$2,032.54	$56.46
Adult Apprentices												
First Year	$1,327.13	$36.86	$1,393.48	$38.71	$1,463.16	$40.64	$1,536.31	$42.68	$1,613.13	$44.81	$1,693.79	$47.05
Second Year	$1,415.60	$39.32	$1,486.38	$41.29	$1,560.70	$43.35	$1,638.73	$45.52	$1,720.67	$47.80	$1,806.70	$50.19
Third Year	$1,486.38	$41.29	$1,560.70	$43.35	$1,638.73	$45.52	$1,720.67	$47.80	$1,806.70	$50.19	$1,897.04	$52.70
Fourth Year	$1,592.55	$44.24	$1,672.18	$46.45	$1,755.79	$48.77	$1,843.58	$51.21	$1,935.75	$53.77	$2,032.54	$56.46

TRADES ASSISTANTS

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

b) Trades assistants will not perform electrical work.

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

Allowances – Lift Industry:

Leading Hand Allowance – All Purpose per hour	1/07/2018	1/07/2019	1/07/2020	1/07/2021	1/07/2022	1/07/2023
Less than 5 employees	$2.33	$2.45	$2.57	$2.70	$2.83	$2.98
More than 6 – less than 10	$2.91	$3.05	$3.21	$3.37	$3.54	$3.71
More than 10	$3.50	$3.67	$3.85	$4.05	$4.25	$4.46
AUSTEL Allowance – Per week	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00
Holder of a High Risk Work Licence – Per Week	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00

Qualified Technical Person (QTP) Allowance

Any Electrical Mechanic who holds the qualifications eligible to be granted an Electrical Contractors' Licence, may be named as a QTP to an Electrical Contracting Company.

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

1/07/2018	1/07/2019	1/07/2020	1/07/2021	1/07/2022	1/07/2023
$ 250.00	$ 262.50	$ 275.63	$ 289.41	$ 303.88	$ 319.07

The Employer will support the QTP in meeting their obligations under the Electrical Safety Act.

The QTP's role will include but not be limited to:

- Investigations of any near miss or incident involving electricity.
- Conduct random inspections of tradesman's work and oversee new tradesman work when they begin.
- Be involved with review and implementation of new testing and commissioning procedures and any other procedure that involves electricity.
- Setting up safe systems of work.

Safety Glasses

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

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

Safety Act and Regulations.

The Employer will reimburse the employee up to $400.00 for the cost of the employee providing prescription spectacles and lenses. The Employer must be provided with the original receipt of purchase prior to reimbursement. The spectacles and lenses shall be replaced on a fair wear and tear basis. However, lost or stolen spectacles must be replaced at the employee's expense.

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

Tools – Electrical Workers
Storage of Tools:

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

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

All employees shall be allowed such reasonable time as the Employer deems necessary during working hours on the last working day of each week to put their tools, benches and machines in order.

Compensation for Loss of Tools:

The Company is to provide a "tool list form" for completion by each employee on commencement. This form may be adjusted from time to time when the employee increases/decreases his tools.

Where the Company fails to provide the list as mentioned above the Company will be liable for all tools lost, as determined by the employee affected.

(i) Where tools are stored at a workplace

Tools stored at a workplace at the direction of the Company and which are lost due to flood, fire or by breaking and entering whilst securely stored in a lockup on major construction sites, a site shed, building or workshop must be replaced by the Company provided that:

(A) the list of those tools has been previously provided to the Company and agreed with by the Company as necessary for work at that workplace; and

(B) the loss is reported to the police.

(ii) Where tools are stored in a Company vehicle

Tools stored in a Company vehicle at the Company direction and which are lost due to flood, fire or by breaking and entering or by the vehicle being stolen must be replaced by the Company provided that:

(A) the employee has taken appropriate precautions to prevent the loss including locking the vehicle and any storage facilities on the vehicle; and

(B) the list of those tools has been previously provided to the Company and agreed with by the Company as necessary for work at that workplace; and

(C) the loss is reported to the police.

Tool replacement shall be based upon the same (or equivalent) standard and type to those declared under (i)(A) and (ii)(B).

However, if the Employer has requested the employee to supply a list of tools kept on the job and the employee has not supplied such a list the Employer's liability will be limited to a maximum amount of $1000.

Classifications – Electrical Workers (excluding Lift Industry Workers)

The percentage relativities referred to in Schedule 1 relate to percentages applying before the application of the first $8 arbitrated safety net adjustment made in accordance with the February and November 1994 Review of Wage Fixing Principles and payable under the November 1994 State Wage Case decision.

1.1 G1 - Electrical Worker Grade 1

(1) An Electrical Worker Grade 1 is a labourer not otherwise provided for in this Document, who is doing labouring work and employed as such.

1.2 G2 - Electrical Worker Grade 2 - 85% of Base Rate

(1) An Electrical Worker Grade 2 is an employee who is engaged in assisting a tradesperson, provided that such assistance shall not include the work of a tradesperson and

(a) Without limiting the scope of the work, an employee may perform unskilled tasks as directed to the level of their training;

(b) is an employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.

1.3 G3 - Electrical Worker Grade 3

(1) An Electrical Worker Grade 3 is an employee who works under direction, may be required to perform the work of an Electrical Worker Grade 2 and

(a) without limiting the scope of the work the employee may perform the work described below to the level of their training:

(i) is engaged in storework; or

(ii) is qualified and required to drive or operate the employer's machinery, plant or equipment incidental to their primary task or functions, including truck attendants; or

(iii) inspects and tests fire alarm or security alarm equipment; or

(iv) under the supervision of a tradesperson or electronics serviceperson;

(1) installs radio, communications and related equipment including antenna; or

(2) installs fire alarm or security alarm equipment; or

(3) installs data and communication cabling

(b) provided that this person shall not undertake tasks requiring the skills of a tradesperson.

(2) Included in this Grade is the work of:

(a) Electronic Equipment Tester/Installer Level 1; and

(b) Purchasing clerk.

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1.4 G4 - Electrical Worker Grade 4[1]

(1) An Electrical Worker Grade 4 is an employee who:

(a) has worked for not less than one year in the industry or holds the equivalent experience and without limiting the scope of the work and to the level of their training is an employee who:
  (i) is accredited to perform
    (1) scaffolding; or
    (2) rigging; or
  (ii) is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or
  (iii) has worked for not less than one year as an Electrical Worker Grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson;
    (1) installs radio, communications and related equipment including antenna; or
    (2) installs fire alarm or security alarm equipment; or
    (3) installs, terminates and tests data, and communication cabling
  (iv) Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical Worker and works without assistance and supervision.
(b) Provided that this person shall not undertake tasks requiring the skills of a tradesperson.

(2) Included in this grade is the work of:

(a) Purchasing Clerk/Storeperson;
(b) Electronic Equipment Tester/Installer Level 2; and
(a) Alarm security tester grade 2.

1.5 G5 - Electrical Worker Grade 5

(1) An Electrical Worker Grade 5 is employed to use the skills acquired through the training specified below and is an employee who;

(a) who holds a trade certificate or tradesperson's rights certificate in an electrical trade; or
(b) has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or
(c) has successfully completed an appropriate instrumentation trade course; or
(d) holds an appropriate electrical/refrigeration/air conditioning trade certificate; or
(e) has successfully completed an appropriate trade course in linework or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge.

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(2) Included in this grade is the work of:

(a) Electrical Fitter;

(b) Electrical Fitter (Instrumentation and Process Control);

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

(c) Electrical Mechanic;

(d) Alarm Security Technician Grade 1;

(e) Alarm Security Tester Grade 3;

(f) Television/radio/electronic Serviceperson/mechanic Level 1;

(g) Instrument Tradesperson Level 1;

(h) Refrigeration/Air-Conditioning Tradesperson Level 1; and

(i) Linesperson/Cable Jointer Level 1.

1.6 G6 - Electrical Worker Grade 6

(1) An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition

(a) has successfully completed
  (i) 33% of the qualification specified for Grade 7; or
  (ii) equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the Document; or

(b) has acquired equivalent standard of skills as defined above as agreed between the parties to the Document through other means including a minimum of one years' experience as an Electrical Worker Grade 5.

(c) is employed to use the skills acquired through the training or experience specified.

(2) Included in this grade is the work of:

(a) Electrical Tradesperson Level 2;
(b) Television/Radio/Electronic Serviceperson Level 2;
(c) Instrument Tradesperson Level 2;
(d) Refrigeration/Air-Conditioning Tradesperson Level 2;
(e) Linesperson/Cable Jointer Level 2; and
(f) Alarm/Security Technician Grade 2.

1.7 G7 - Electrical Worker Grade 7

(1) An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who:

(a) has successfully completed a Post Trade Certificate or has acquired the same standard of skills through other means including a minimum of 2 years experience in the industry,

(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Alarm/Security Technician Grade 3;
(b) Communications Tradesperson - Special Class;
(c) Electrical Linesperson - Live Line;
(d) Electrician Special Class;
(e) Electronic Serviceperson Grade 3;
(f) Instrument Tradesperson - Complex Systems;
(g) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 3; and

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(h) Television/Radio/Electronic Serviceperson Grade 3.

1.8 G8 - Electrical Worker Grade 8

(1) An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who:

(a) has successfully completed a Post Trade Certificate or "X%" of an Advanced Certificate or its equivalent and in addition has not less than 2 years experience as an Electrical Worker Grade 7; and
(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:
(a) Electronic Tradesperson;
(b) Instrumentation and Controls Tradesperson;
(c) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 4; and
(d) Installation Inspector. [see clause 1.6 - Definitions]

1.9 G9 - Electrical Worker Grade 9

(1) An Electrical Worker Grade 9 is an Electrical Worker Grade 5 who:

(a) has successfully completed an appropriate Advanced Certificate or its formal equivalent; and
(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Alarm/Security Technician Grade 4;
(b) Electronic Serviceperson Grade 4;
(c) Television/Radio/Electronic Serviceperson Grade 4; and
(d) Refrigeration/Air-Conditioning Tradesperson Level 4.

1.10 G10 - Electrical Worker Grade 10

(1) An Electrical Worker Grade 10 is an Electrical Worker Grade 5 who:

(a) has successfully completed an appropriate Associate Diploma or its formal equivalent; and
(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Electrical Tradesperson Level 5;
(b) Television/Radio/Electronic Serviceperson Grade 4;
(c) Electronic Serviceperson Level 5;
(d) Instrument Tradesperson Level 5; and
(e) Refrigeration/Air-Conditioning Tradesperson Level 5.

2. Classification Definitions

2.1 "**Alarm/Security Technician Grade 1**" means a tradesperson employed to carry out repairs and maintenance of alarm/control panels, detectors, pumps, fire suppression signs, bells and other associated equipment in the industry of fire-alarm servicing.

In the industry of security servicing, the tradesperson is employed in the field of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

2.2 "**Alarm/Security Technician Grade 2**" means an Alarm/Security Technician Class I who is engaged on complex or intricate circuitry or both, the performance of which requires the use of "Additional knowledge" as defined below.

Additional knowledge may be acquired through a minimum of 2 years on-the-job experience as a serviceperson, working on the company's installations and equipment.

2.3 "**Alarm/Security Technician Grade 3**" means an Alarm/Security Technician who:

(a) has not less than one year of experience as such and who has satisfactorily completed an appropriate electronics post trades course,

(b) has not less than 2 years' experience with the employer as such, and who possesses a thorough knowledge of the employer's company and processes and who is capable of servicing all the equipment associated with such company, and who is employed to maintain, test, modify services and/or repair complex and intricate electrical, electronic circuits or components, equipment, apparatus and/or devices used in industrial applications in the fire-alarm/security systems industry, and for which the performance of such work requires a higher skill than required by a tradesperson employed on basic service work.

2.4 "**Alarm/Security Technician Grade 4**" means an Alarm/Security Technician Grade 3 who is engaged in applying their knowledge and skills to the tasks of repairing, maintaining, servicing, modifying, commissioning, fault finding and diagnosing various forms of systems which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Alarm/Security Technician Grade 4, a tradesperson must have at least 3 years on-the-job experience in electronic systems utilising integrated circuits, and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.
In addition, to be classified as an Alarm/Security Technician Grade 4, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in this definition.

(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.5 "**Alarm/Security Tester Grade 1**" means a person employed to inspect and test alarm/control panels, fire suppression equipment, detectors, signs, bells, pumps and associated equipment in the industry of fire-alarm servicing. In the industry of security servicing, the "Alarm/Security Tester" is employed to inspect and test in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external security lighting devices and associated equipment.

In addition to those duties, the "Alarm/Security Tester" is capable of preparing written reports on the conditions, suitability and requirement for the abovementioned equipment. The Tester will be able to accurately identify faults in systems and report them expeditiously as required, as well as prepare reports detailing all requirements for the testing of systems in their test run.

2.6 "**Alarm/Security Tester Grade 2**" means an "Alarm/Security Tester" capable of testing any electrical system including but not limited to halon, CO2, ansul, emergency lighting, evacuation systems, all fire detection and suppression systems and associated equipment. The employee with minimal supervision and assistance will be able to interchange test runs and demonstrate the operation of systems to clients, insurers and appropriate personnel.

2.7 "**Alarm/Security Tester Grade 3**" means a person, or holder of industry recognised accreditation, which may be granted to persons who through industry experience, have gained the necessary skills, and are able to carry out all aspects of a Tester Grade 2 scope of work and are employed to carry out repairs and maintenance of alarm/control panels, detectors, fire suppression signs, bells and other ancillary associated equipment in the industry of fire alarm servicing, excluding authority provided power supplies or works on live side of isolating devices.

In the industry of security servicing, the person is employed in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

2.8 "**Communications Tradesperson - Special Class**" shall mean a Radio Mechanic, Electrical Fitter or an Electrical Mechanic, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson, working mainly on such complex and/or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable: and

(b) having, by virtue of either the satisfactory completion of an appropriate post trade course in electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience referred to in clause 1.6.10(a), gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

2.9 "**Electrical Fitter**" shall mean an employee who is mainly employed in the workshops manufacturing, fitting, and repairing electrical instruments, machines, and apparatus. Electrical fitting in this definition shall include armature and transformer winding, and people solely engaged in making and repairing instruments. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.10 "**Electrical Fitter (Instrumentation and Process Control**)" means an employee who is required to make and/or modify, test, install, adjust and repair, plant instrumentation involving process control equipment including instruments incorporating mechanical, pneumatic, hydraulic, electrical and electronic functions.

The legitimate possession of the appropriate certificate issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.11 **"Electrical Foreperson Grade 1"** means a suitably qualified Electrical Tradesperson, who is employed as Foreperson Grade 1 and is responsible for the successful completion of a project or projects in line with the schedule of work as programmed. Such employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 1 could be required to supervise Leading Hands and other employees;

2.12 **"Electrical Foreperson Grade 2"** means a suitably qualified Electrical Tradesperson, who is employed as a Foreperson Grade 2 and who is given the responsibility for the successful completion of projects in line with the schedule of work as programmed. Such employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 2 could be required to supervise Forepersons Grade 1, Leading Hands and other employees;

2.13 **"Electrical Labourer**" shall mean an employee, not otherwise provided for in this Document, who is doing work necessary for electrical work.

2.14 **"Electrical Mechanic**" shall mean an employee engaged in placing or affixing or running electrical conductors of all kinds and for all purposes from the point of supply to the point of utilisation, and also in the fixing inside of buildings and vehicles of all kinds of conduits and conductors. It shall include the erecting and connecting up of dynamos, motors, and switchboards, and the connecting up of all instruments and apparatus at the point of utilisation and supply for all purposes, including power, lighting, heating, and smelting, and safe working instruments, apparatus, telephones, bells, public address systems, wireless apparatus, meter fixing, connecting of meters, and the erection, overhauling and repairing of storage batteries and the assembling and renewing of finished parts, and the marking out and mounting of any switchboards, and the effecting of any repairs to electrical machines and appliances when it is necessary to carry out the work on the spot, or is incidental to such necessary work. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.15 **"Electrical Storeperson**" shall include an employee responsible for storing, receiving and issuing tools, parts and testing equipment in or in connection with an electrical, including radio and

television, workshop and/or depot, but shall not include storepersons employed in any retail or wholesale establishment who receive, store or issue television, radio or electrical equipment and who are provided for in any other Document.

2.16 **"Electrical Tradesperson's Assistant"** shall mean an employee directly assisting a tradesperson.

2.17 "**Electronics Tradesperson**" means an electrical tradesperson working at a level beyond Electrician Special Class and who is mainly engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the system and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronics Tradesperson a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part time study.

In addition, to be classified as an electronics tradesperson a tradesperson must be required, as part of their duties, to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment.
(b) Work under minimum supervision and technical guidance.
(c) Provide technical guidance to other tradespersons or to management within the scope of the work described in this definition; and/or
(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.18 **"Fire-alarm Systems**" means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.

2.19 **"Installation Inspector**" shall mean an Electrical Mechanic who is employed by an Electrical Contractor or company which is principally engaged in providing independent installation inspections and who is qualified within the terms of the *Electricity Act 1994*, to act as an Installation Inspector and is employed as such. An Installation Inspector must have the following qualifications:

(a) Possess a certificate of competency as an Electrical Mechanic
(b) Has successfully completed a course conducted by the Department of Employment Vocational Education and Training at a TAFE College or approved skill centre comprising the following subjects:
    (i) AEL 223 - Electrical Installation Work.
    (ii) AEL 226 - Electrical Practices and Responsibilities.
    (iii) AEL 122 - Electrical Installation Testing.
(c) Has at least 3 years recent experience in the Electrical Contracting Industry as an Electrical

Mechanic or has at least 3 years recent experience as an Installation Inspector with an Electricity Authority in Queensland.

2.20 "**Jointer"** shall mean an employee who is employed in jointing cables or sweating on lugs in connection with the installing and maintenance of underground or overhead distributing systems, and the running of feeders, mains and services up to the main fuse in consumers' premises. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Workers and Contractors' Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.21 **"Radio Mechanic**" shall mean an employee who is mainly employed to assemble and/or repair, and/or service, and/or install, and/or test radio receivers, and/or public address systems.

2.22 **"Refrigeration Mechanic or Serviceperson Grade I"** means a tradesperson employed to carry out installation, repairs, and routine maintenance of domestic, commercial and industrial refrigeration and air conditioning systems.

2.23 **"Refrigeration Mechanic or Serviceperson Grade 2"** means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than one years experience as a tradesperson engaged on complex or intricate circuitry or both.

2.24 **"Refrigeration Mechanic or Serviceperson Grade 3"** means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than 2 years experience as a tradesperson, and possesses a sound working knowledge of refrigeration and air conditioning, electrical control systems to enable the employee to service, diagnose faults and repair domestic, commercial and industrial refrigeration, air conditioning systems under limited technical supervision.

In addition, to be classified as a Refrigeration Mechanic Grade III, the employee must demonstrate sufficient working knowledge of electronic controls as applied to refrigeration and air conditioning systems to enable the employee to identify faulty modules.

2.25 "**Refrigeration Mechanic or Serviceperson Grade 4**" means Refrigeration Mechanic or Serviceperson Grade I, who has had not less than 3 years experience on-the-job as a tradesperson and possesses a sound working knowledge of refrigeration and air conditioning electrical and electronic systems as to enable the employee to commission, service, diagnose faults and repair domestic, commercial and industrial refrigeration and air conditioning systems.

To be classified as a Refrigeration Mechanic Grade IV, the employee must have satisfactorily completed a 2 year post trade course in Industrial Electronics.
In addition, to be classified as a Refrigeration Mechanic or Serviceperson Grade IV, a tradesperson may be required to carry out the following duties:

(a) Maintain and repair multi-function printed circuits using circuit diagrams and appropriate test equipment;
(b) Work under minimum supervision and technical guidance;
(c) Provide technical guidance within the scope of the work described in this definition; and

(d) Prepare reports of a technical nature on specific tasks or assignments as directed within the scope of the work described in this definition.

2.26 "**Security Alarm Systems**" means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic or acoustic equipment or device, or any combination thereof which includes any intruder alarm systems incorporating closed circuit television, video or photographic systems, electronic, electro-mechanic access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or Governmental purpose.

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

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

Classifications – Electrical Lift Industry Workers

Classifications

It is the intention of the parties during the life of this Document that an appropriate classification system with minimum rates of pay for each classification will be agreed. This will include the assessment criteria to establish what is required to qualify for the classification level and the rate of pay assigned to that classification. Progression will be reliant upon a position being available at the company's discretion. An annual appraisal process will be developed and implemented to continuously assess employees against the criteria. Employees will be provided with training to advance to an available position and to maintain their competency at the attained level. Should anyone fall below the competency required for the classification level or they are no longer required to perform those tasks, they will drop to the rate below until such time as their competency level has increased again. Training will be provided to do this. Notwithstanding this, the classifications below will remain applicable for the life of the Document as will the rates of pay

3.1 Trades Assistant[2] means a person who has not obtained a trade qualification and who is not an Apprentice but has less than two years' experience working on the Installation, modernisation, repair and/or maintenance of lifts and escalators.

3.2 Fitter Qualified means a_ person who has trade qualifications in a relevant area, but has less than two years' experience working as a tradesman away from a workshop in the Lift Industry in connection with the installation, modernisation, repair and/or maintenance of lifts and escalators.

3.3 Fitter Special Class means a Fitter as defined in 1.2 above· who has performed work away from a workshop In the Lift Industry in connection with the installation, modernisation, repair and/or maintenance of lifts and escalators for a period of more than two years as a tradesman and has met the requirements of the Company's nominated skill and competency assessment process.

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

3.4 Electrician Licensed means a person who has obtained and maintains a current QLD or recognised reciprocal electrical licence but has less than two years experience working as a tradesman away from a workshop in the Lift Industry in connection with the installation, modernisation, repair and/or maintenance of lifts and escalators.

3.5 Electrician Special Class means a qualified electrician as defined in 1.4 above who has performed work away from a workshop in the Lift Industry in connection with the installation, modernisation, repair and/or maintenance of lifts and escalators for at least two years as a tradesman or has a post trade electronics qualifications or equivalent and has met the requirements of the Company's nominated skill and competency assessment process.

3.6 Tuner Grade 3 means a qualified electrician as defined in 1.4 above who as a regular part of their work carries out the final tuning, set-up and limited testing of new lifts and modernised lifts across a limited range of the Schindler product and has met the requirements of the Company's nominated skill and competency assessment process.

3.7 Tuner Grade 2 means a qualified electrician as defined in 1.4 above who as a regular part of their work carries out the final tuning, set-up and full testing of new lifts and modernised lifts across a limited range of the Schindler product and has met the requirements of the Company's nominated skill and competency assessment process.

3.8 Tuner Grade 1 means a .qualified electrician as defined in 1.4 above who as a regular part of their work carries out the final tuning, set-up and full testing and set-up of new lifts and modernised lifts across the entire range of the Schindler product and has met the requirements of the Company's nominated skill and competency assessment process.

4. SECTION FOUR – Metal and Engineering Workers

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

1. Classifications

The Classification levels for employees engaged under APPENDIX ONE SECTION FOUR shall be read in accordance with the Manufacturing and Associated Industries and Occupations Award 2010.
Wages for apprentices shall be calculated by applying a fixed percentage to the rates of specific trades as provided by the applicable award or order. Provided that the trade rate shall not include the hand tool or power tool allowances for the purposes of this calculation.

Wage Group:C14

(a) **Engineering/Manufacturing Employee—Level I**

(b) An Engineering/Manufacturing Employee—Level I is an employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

(c) An employee at this level performs routine duties essentially of a manual nature and to the level of their training:

(i) performs general labouring and cleaning duties;

(ii) exercises minimal judgement;

(iii) works under direct supervision;

(iv) is undertaking structured training so as to enable them to work at the C13 level.

Wage Group:C13

(d) **Engineering/Manufacturing Employee—Level II**

An Engineering/Manufacturing Employee—Level II is an employee who has completed up to three months structured training so as to enable the employee to perform work within the scope of this level.

(e) An employee at this level performs work above and beyond the skills of an employee at the C14 level and to the level of their skills, competence and training:

(i) works in accordance with standard operating procedures and established criteria;

(ii) works under direct supervision either individually or in a team environment;

(iii) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;

(iv) understands and utilises basic statistical process control procedures;

(v) follows safe work practices and can report workplace hazards.

Wage Group:C12

(f) **Engineering/Manufacturing Employee—Level III**

An Engineering/Manufacturing Employee—Level III is an employee who has completed an Engineering Production Certificate I or Certificate II in Engineering or equivalent so as to enable the employee to perform work within the scope of this level.

(g) An employee at this level performs work above and beyond the skills of an employee at the C13 level and to the level of their skills, competence and training:

(i) is responsible for the quality of their own work subject to routine supervision;

(ii) works under routine supervision either individually or in a team environment;

(iii) exercises discretion within their level of skills and training;

(iv) assists in the provision of on-the-job training.

Wage Group:C11

Engineering/Manufacturing Employee—Level IV

(h) An Engineering/Manufacturing Employee—Level IV is an employee who has completed an Engineering Production Certificate II or Certificate II in Engineering—Production Technology or equivalent so as to enable the employee to perform work within the scope of this level.

(i) An employee at this level performs work above and beyond the skills of an employee at the C12 level and to the level of their skills, competence and training:

(i) works from complex instructions and procedures;

(ii) assists in the provision of on-the-job training;

(iii) co-ordinates work in a team environment or works individually under general supervision;

(iv) is responsible for assuring the quality of their own work.

Wage Group:C10

Engineering/Manufacturing Tradesperson—Level I

(j) An Engineering/Manufacturing Tradesperson—Level I is an employee who holds a trade certificate or tradespersons rights certificate or equivalent as an:

(i) Engineering Tradesperson (Mechanical)—Level I;

(ii) Engineering Tradesperson (Fabrication)—Level I;

(iii) Engineering Tradesperson (Sheet Metal)

(iv) Engineering Tradesperson (Insulation)

(v) or equivalent;

(vi) and is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level.

(k) An Engineering/Manufacturing Tradesperson—Level I works above and beyond an employee at the C11 level and to the level of their skills, competence and training:

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(i) understands and applies quality control techniques;

(ii) exercises good interpersonal and communications skills;

(iii) exercises keyboard skills at a level higher than the C11 level;

(iv) exercises discretion within the scope of this classification level;

(v) performs work under limited supervision either individually or in a team environment;

(vi) operates lifting equipment incidental to their work;

(vii) performs non-trade tasks incidental to their work;

(viii) performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task, provided that such incidental or peripheral work does not require additional formal technical training;

(ix) inspects products and/or materials for conformity with established operational standards.

Wage Group:C9
Engineering/Manufacturing Tradesperson—Level II

(l) An Engineering/Manufacturing Tradesperson—Level II is an:

(i) Engineering Tradesperson (Mechanical)—Level II; or

(ii) Engineering Tradesperson (Fabrication)—Level II; or

(iii) equivalent.

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(m) An Engineering/Manufacturing Tradesperson—Level II orks above and beyond a tradesperson at the C10 level and to the level of their skills and competence and training performs work within the scope of this level:

(i) exercises discretion within the scope of this classification;

(ii) works under limited supervision either individually or in a team environment;

(iii) understands and implements quality control techniques;

(iv) provides trade guidance and assistance as part of a work team;

(v) operates lifting equipment incidental to their work;

(vi) performs non-trade tasks incidental to their work.

Wage Group:C8
Engineering/Manufacturing Tradesperson—Special Class Level I

(n) An Engineering/Manufacturing Tradesperson—Special Class Level I means a:

(i) Special Class Engineering Tradesperson (Mechanical)—Level I; or

(ii) Special Class Engineering Tradesperson (Fabrication)—Level I; or

(iii) equivalent

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(o) An Engineering/Manufacturing Tradesperson—Special Class Level I works above and beyond a tradesperson at the C9 level and to the level of their skills, competence and training performs work within the scope of this level:

(i) provides trade guidance and assistance as part of a work team;

(ii) assists in the provision of training in conjunction with supervisors and trainers;

(iii) understands and implements quality control techniques;

(iv) works under limited supervision either individually or in a team environment;

(v) operates lifting equipment incidental to their work;

(vi) performs non-trade tasks incidental to their work.

Wage Group:C7
Engineering/Manufacturing Tradesperson—Special Class Level II

(p) An Engineering/Manufacturing Tradesperson—Special Class Level II means a:

(i) Special Class Engineering Tradesperson (Mechanical)—Level II; or

(ii) Special Class Engineering Tradesperson (Fabrication)—Level II; or

(iii) Higher Engineering/Manufacturing Tradesperson; or

(iv) equivalent.

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(q) An Engineering/Manufacturing Tradesperson—Special Class Level II works above and beyond a tradesperson at the C8 level and to the level of their skills, competence and training performs work within the scope of this level:

(i) is able to provide trade guidance and assistance as part of a work team;

(ii) provides training in conjunction with supervisors and trainers;

(iii) understands and implements quality control techniques;

(iv) works under limited supervision either individually or in a team environment;

(v) operates lifting equipment incidental to their work;

(vi) performs non-trade tasks incidental to their work.

Wage Group:C6
Advanced Engineering Tradesperson—Level I

(r) An Advanced Engineering Tradesperson—Level I means an:

(i) Advanced Engineering Tradesperson (Mechanical)—Level I;or

(ii) Advanced Engineering Tradesperson (Fabrication)—Level I;

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(s) An Advanced Engineering Tradesperson—Level I works above and beyond a tradesperson at the C7 level and to the level of their skills, competence and training performs work within the scope of this level:

(i) undertakes quality control and work organisation at a level higher than for the C7 level;

(ii) provides trade guidance and assistance as part of a work team;

(iii) assists in the provision of training to employees in conjunction with supervisors/trainers;

(iv) works under limited supervision either individually or in a team environment;

(v) prepares reports of a technical nature on specific tasks or assignments;

(vi) exercises broad discretion within the scope of this level;

(vii) operates lifting equipment incidental to their work;

(viii) performs non-trade tasks incidental to their work.

Wage Group:C5

Advanced Engineering Tradesperson—Level II

(t) An Advanced Engineering Tradesperson—Level II means an:

(i) Advanced Engineering Tradesperson (Mechanical)—Level II; or

(ii) Advanced Engineering Tradesperson (Fabrication)—Level II;

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(u) An Advanced Engineering Tradesperson—Level II works above and beyond a tradesperson at the C6 level and to the level of their skills, competence and training performs work within the scope of this level:

(i) provides technical guidance or assistance within the scope of this level;

(ii) prepares reports of a technical nature on tasks or assignments within the employee's skills and competence;

(iii) has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task;

(iv) assists in the provision of on-the-job training in conjunction with supervisors and trainers;

(v) operates lifting equipment incidental to their work;

(vi) performs non-trade tasks incidental to their work.

Apprentices

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

(v) 1st Year 55%

(w) 2nd Year 65%

(x) 3rd Year 75%

(y) 4th Year 90%

Adult apprentices:

(z) **Adult** means any person who is 21 years of age or over at the time of commencing an apprenticeship.

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

(i) 1st Year 75%

(ii) 2nd Year 80%

(iii) 3rd Year 84%

(iv) 4th Year 90%

Existing employees

(bb) **Existing employee** will mean a person who has been employed by the Employer in a calling, or classification, relevant to the apprenticeship or traineeship for at least three months immediately prior to becoming an apprentice or trainee with that Employer.

(cc) Existing employees may participate in apprenticeships and traineeships. An existing employee shall not be required to serve any probationary period in relation to their contract of employment or for the purposes of the Training and Employment Act 2000. A trial period, in accordance with Training Recognition Council Policy, may be set for the purpose of assessing the employee's suitability for training under a Training Contract. Where the employee proves to be unsatisfactory for training under a Training Contract, the person shall revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract in accordance with subclause (hh).

(dd) Where existing employees commence an apprenticeship or traineeship, the Employer shall endeavour to minimise any adverse effects on other employees. Additionally, such other employees shall not be displaced from or disadvantaged in their employment by the engagement of new apprentices or trainees.

(ee) Existing employees shall not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice or trainee.

(ff) Provided that an existing employee who was engaged as a casual employee prior to becoming employed as a full-time or part-time apprentice or trainee shall not be entitled to retain casual loading.

(gg) An existing employee shall maintain continuity of employment despite having entered into an apprenticeship or traineeship.

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

Rates of Pay

Grade	1/07/2019		1/07/2020		1/07/2021		1/07/2022		1/07/2023	
	pw	ph	pw	ph	pw	ph	pw	ph	pw	Ph
C5 (130%)	$2,239.65	$62.23	$2,351.64	$65.33	$2,469.22	$68.60	$2,592.68	$72.02	$2,722.32	$75.62
C6 (125%)	$2,153.51	$59.83	$2,261.19	$62.81	$2,374.25	$65.96	$2,492.96	$69.25	$2,617.61	$69.80
C7 (115%)	$1,981.23	$55.04	$2,080.29	$57.79	$2,184.31	$60.69	$2,293.53	$63.71	$2,408.20	$66.90
C8 (110%)	$1,895.09	$52.65	$1,989.85	$55.28	$2,089.34	$58.05	$2,193.81	$60.94	$2,303.50	$63.99
C9 (105%)	$1,808.95	$50.25	$1,899.40	$52.76	$1,994.37	$55.41	$2,094.09	$58.17	$2,198.79	$61.08
C10 (100%)	$1,722.81	$47.86	$1,808.95	$50.25	$1,899.40	$52.77	$1,994.37	$55.40	$2,094.09	$58.17
C11 (92.4%)	$1,591.87	$44.22	$1,671.47	$46.43	$1,755.05	$48.76	$1,842.80	$51.19	$1,934.94	$53.75
C12 (87.4%)	$1,505.74	$41.83	$1,581.02	$43.92	$1,533.91	$46.12	$1,743.08	$48.42	$1,830.23	$50.84
C13 (82%)	$1,412.70	$39.25	$1,483.34	$41.21	$1,557.51	$43.27	$1,635.38	$45.43	$1,717.15	$47.70
C14 (78%)	$1,343.79	$37.33	$1,410.98	$39.20	$1,481.53	$41.16	$1,555.61	$43.21	$1,633.39	$45.37
First Year (55%)	$947.55	$26.32	$994.92	$27.64	$1,044.67	$29.02	$1,096.90	$30.47	$1,151.75	$31.99
Second Year (65%)	$1,119.83	$31.11	$1,175.82	$32.66	$1,234.61	$34.30	$1,296.34	$26.01	$1,361.16	$37.81
Third Year (75%)	$1,292.10	$35.90	$1,356.71	$37.69	$1,424.55	$39.58	$1,495.78	$41.55	$1,570.57	$43.63
Fourth Year (90%)	$1,550.53	$43.07	$1,628.06	$45.23	$1,709.46	$47.49	$1,794.93	$49.86	$1,884.68	$52.35
First Year (75%)	$1,292.10	$35.90	$1,356.71	$37.69	$1,424.55	$39.58	$1,495.78	$41.55	$1,570.57	$43.63
Second Year (80%)	$1,378.25	$38.29	$1,447.16	$40.20	$1,519.52	$42.22	$1,595.50	$44.32	$1,675.27	$46.54
Third Year (84%)	$1,447.16	$40.20	$1,519.52	$42.21	$1,595.50	$44.33	$1,675.27	$46.54	$1,759.04	$48.86
Fourth Year (90%)	$1,550.53	$43.07	$1,628.06	$45.23	$1,709.46	$47.49	$1,794.93	$49.86	$1,884.68	$52.35

Allowances

Welder – Special Class

(ii) An Engineering Tradesperson (Fabrication) or Engineering Tradesperson (Mechanical) employed as a C10 to C5 classification will be paid this allowance if the employee is;

(jj) Qualified, through passing the tests required (pre-employment and/or during employment on the respective Project), to weld to the satisfaction of the relevant regulatory authority to the requirements of the relevant Certificates 1-9 AS 1796, or welding standards of equivalent or greater testing integrity and who is engaged on work requiring such qualification; or

(kk) Qualified to the relevant regulatory standard and is required to perform pressure vessel welding or pipe welding.

Welder Special Class – Exotic Materials

(ll) An Engineering Tradesperson (Fabrication) or Engineering Tradesperson (Mechanical) employed as a C10 to C5 classification will receive this allowance if they are qualified, through passing the tests required by the employer, and remains so qualified, and is engaged on work requiring such qualification in relation to welding either alloy pipework to ASME-B31 standard, or pressure vessels and tanks to the relevant standards, in relation to the following materials:

(i) Stainless Steel (304, 310, 316 and 904 grade)

(ii) Aluminium

(iii) Chrome Molybdenum

(iv) Nine per cent (9%) Ni Steel

(v) A333 Grade 6

(mm) Such tests to be eligible for these allowances may be required prior to employment and during employment, on the Project, to ensure that qualifications are relevant and up to date.

(nn) This allowance only applies to Employees whose welds are recorded Non Destructive Tested (NDT) for the time so worked.

Welder Tested

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

5. SECTION FIVE - Allowances

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

Engagement of more than one mobile crane

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

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

From 1/07/2018	From 1/07/2019	From 1/07/2020	From 1/07/2021	From 1/07/2022	From 1/07/2023
$4.21	$4.42	$4.64	$4.87	$5.11	$5.37

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

From 1/07/2018	From 1/07/2019	From 1/07/2020	From 1/07/2021	From 1/07/2022	From 1/07/2023
$8.10	$8.50	$8.93	$9.37	$9.84	$10.33

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

From 1/07/2018	From 1/07/2019	From 1/07/2020	From 1/07/2021	From 1/07/2022	From 1/07/2023
$12.45	$13.07	$13.72	$14.41	$15.13	$15.89

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

From 1/07/2018	From 1/07/2019	From 1/07/2020	From 1/07/2021	From 1/07/2022	From 1/07/2023
$16.45	$17.27	$18.13	$19.04	$20.00	$21.00

Hourly allowances unless specified otherwise:

ALLOWANCE TITLE	From 1/07/2018	From 1/07/2019	From 1/07/2020	From 1/07/2021	From 1/07/2022	From 1/07/2023
Acid work	$2.47	$2.59	$2.72	$2.86	$3.00	$3.15
Asbestos	$1.18	$1.24	$1.30	$1.37	$1.44	$1.51
Asbestos eradication	$3.03	$3.18	$3.34	$3.51	$3.68	$3.87
Bagging	$0.86	$0.90	$0.95	$0.99	$1.04	$1.09
Bitumen	$1.18	$1.24	$1.30	$1.37	$1.44	$1.51
laying or lifting other than standard bricks Over 5kg but under 9kg	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Over 9kg but under 18kg	$1.69	$1.77	$1.86	$1.95	$2.05	$2.15
18kg and over	$2.35	$2.47	$2.59	$2.72	$2.86	$3.00
Certificate allowance	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20

ALLOWANCE TITLE	From 1/07/2018	From 1/07/2019	From 1/07/2020	From 1/07/2021	From 1/07/2022	From 1/07/2023
Cleaning down brickwork	$0.87	$0.91	$0.96	$1.00	$1.05	$1.11
Cold work	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Computing quantities	$6.74	$7.08	$7.43	$7.81	$8.20	$8.61
Confined spaces	$1.18	$1.24	$1.30	$1.37	$1.44	$1.51
Cutting tiles	$1.18	$1.24	$1.30	$1.37	$1.44	$1.51
Dirty work	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Dry polishing of tiles	$1.18	$1.24	$1.30	$1.37	$1.44	$1.51
Explosive power tools	$2.21	$2.32	$2.44	$2.56	$2.69	$2.82
First-aid attendant (minimum qualification) per day	$3.95	$4.15	$4.36	$4.58	$4.80	$5.04
Higher first aid cert. per day	$6.24	$6.55	$6.88	$7.22	$7.58	$7.96
Furnace work	$2.45	$2.57	$2.70	$2.83	$2.98	$3.12
Higher work- Painting trades	$0.87	$0.91	$0.96	$1.00	$1.05	$1.11
Hot work between 46-54 Degrees Celsius	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Exceeding 54 degrees	$1.18	$1.24	$1.30	$1.37	$1.44	$1.51
Insulation	$1.18	$1.24	$1.30	$1.37	$1.44	$1.51
Laser user and allowance per day	$3.87	$4.06	$4.26	$4.48	$4.70	$4.93
Living away from home allowance (per day)	$79.08	$83.03	$87.18	$91.54	$96.12	$100.92
Return trip transport Employee/tools (per return trip)	$31.49	$33.06	$34.71	$36.45	$38.27	$40.18
Leading hand (other than the lift industry) not more than 1	$0.72	$0.76	$0.80	$0.84	$0.88	$0.92
Leading hand (other than the lift industry) 2 and not more than 5	$1.57	$1.65	$1.73	$1.82	$1.91	$2.01
Leading hand (other than the lift industry) 6 and not more than 10	$2.00	$2.10	$2.21	$2.32	$2.43	$2.55
Leading hand (other than the lift industry) more than 10	$2.66	$2.79	$2.93	$3.08	$3.23	$3.39
Meal allowance	$19.37	$20.34	$21.36	$22.42	$23.55	$24.72
Multi-storey: commencement to 15th floor	$1.31	$1.38	$1.45	$1.52	$1.60	$1.68
Multi-storey: 16th to 30th	$1.56	$1.64	$1.72	$1.81	$1.90	$1.99
Multi-storey: 31st to 45th	$2.43	$2.55	$2.68	$2.81	$2.95	$3.10
Multi-storey: 46th to 60th	$3.14	$3.30	$3.47	$3.64	$3.82	$4.01
Multi-storey: 61st and onwards	$3.84	$4.03	$4.23	$4.44	$4.67	$4.90
Plaster or composition spray	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Power Tools	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Roof repairs	$0.86	$0.90	$0.95	$0.99	$1.04	$1.09
Roof repairs over 15 metres eaves pitch over 35 degrees	$1.18	$1.24	$1.30	$1.37	$1.44	$1.51
Roof repairs over 15 metres eaves pitch over 40 degrees	$1.68	$1.76	$1.85	$1.94	$2.04	$2.14
Second hand timber per day	$3.66	$3.84	$4.03	$4.23	$4.45	$4.67
Slushing	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Spray application- Painters	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Swing scaffold first 4 hours 0-15 storeys	$6.74	$7.08	$7.43	$7.81	$8.20	$8.61
Swing scaffold after 4 hours 0-15 storeys	$1.41	$1.48	$1.55	$1.63	$1.71	$1.80
Swing scaffold first 4 hours 16-30 storeys	$8.68	$9.11	$9.57	$10.04	$10.55	$11.07

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ALLOWANCE TITLE	From 1/07/2018	From 1/07/2019	From 1/07/2020	From 1/07/2021	From 1/07/2022	From 1/07/2023
Swing scaffold after 4 hours 16-30 storeys	$1.83	$1.92	$2.02	$2.12	$2.22	$2.33
Swing scaffold first 4 hours 31-45 storeys	$10.27	$10.78	$11.32	$11.88	$12.48	$13.10
Swing scaffold after 4 hours 31-45 storeys	$2.16	$2.27	$2.38	$2.50	$2.63	$2.76
Swing scaffold first 4 hours 46-60 storeys	$16.82	$17.66	$18.54	$19.47	$20.44	$21.47
Swing scaffold after 4 hours 46-60 storeys	$3.53	$3.71	$3.90	$4.09	$4.29	$4.51
Swing scaffold first 4 hours greater than 60 storeys	$21.45	$22.52	$23.65	$24.83	$26.07	$27.37
Swing scaffold after 4 hours greater than 60 storeys	$4.50	$4.73	$4.97	$5.21	$5.48	$5.75
Tool Allowance: Artificial stoneworker, Stonemason, Carpenter and/or Joiner, Carver, Letter cutter, Marble and Slate Employee, Marker and Setter Out, Plumber, Special Class Tradesperson, Electrical Worker	$2.33	$2.45	$2.57	$2.70	$2.84	$2.98
Tool Allowance : Caster, Fixer, Floor layer specialist, Plasterer, Tiler	$2.00	$2.10	$2.21	$2.32	$2.43	$2.55
Tool Allowance: Bricklayer, Waterproofer	$1.74	$1.83	$1.92	$2.02	$2.12	$2.22
Tool Allowance : RoofTilers, Slate Ridge, or Roof Fixer	$1.33	$1.40	$1.47	$1.54	$1.62	$1.70
Tool Allowance: Scaffolder, Rigger, Steelfixer,Concreter	$0.86	$0.90	$0.95	$0.99	$1.04	$1.09
Tool Allowance: Painter, Glazier, Licensed Drainer, Signwriter	$0.76	$0.80	$0.84	$0.88	$0.93	$0.97
Towers allowance	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Toxic substances working in close proximity	$1.18	$1.24	$1.30	$1.37	$1.44	$1.51
Toxic substances (working with)	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Underground allowance (per week	$20.02	$21.02	$22.07	$23.17	$24.33	$25.55
Underground allowance per day or shift or part thereof	$4.03	$4.23	$4.44	$4.66	$4.90	$5.14
Wet concrete or campo	$0.86	$0.90	$0.95	$0.99	$1.04	$1.09
Wet work	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Travelling outside radial areas (per Km)	$0.76	$0.80	$0.84	$0.88	$0.93	$0.97
Transfers during working hours (per Km)	$1.37	$1.44	$1.51	$1.59	$1.67	$1.75
Compensation for tools	$2,493.40	$2,618.07	$2,748.97	$2,886.42	$3,030.74	$3,182.28

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

Power Tools	$0.94	$0.99	$1.04	$1.09	$1.15	$1.20
Tradesperson Tool	$2.33	$2.45	$2.57	$2.70	$2.84	$2.98
Tradesperson	$3.12	$3.28	$3.44	$3.61	$3.79	$3.98
Welder Tested	$1.35	$1.42	$1.49	$1.57	$1.65	$1.73
Welder – Special Class	$2.36	$2.48	$2.60	$2.73	$2.87	$3.01
Welder – Special Class Exotic Materials	$4.14	$4.35	$4.57	$4.80	$5.04	$5.29

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Health and Safety Representative

(a) Where an Employee is elected by Employees of the Employer as a HSR, and agrees to undertake the required training to fulfil the role, the Employee will be classified as the higher of CW4 / EW4 (as the context requires), or the Employee's usual classification. In addition, a HSR is entitled to an all-purpose hourly allowance of:

From 1/07/2018	From 1/07/2019	From 1/07/2020	From 1/07/2021	From 1/07/2022	From 1/07/2023
$2.28	$2.39	$2.51	$2.63	$2.77	$2.91

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

Marker/Setter Out

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

Higher Duties

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

Union Delegate

(a) Where an Employee is elected by Employees of the Employer as a Union Delegate, and the Union notifies the Employer of this election, the Employee will be classified as the higher of CW4 / EW4 (as the context requires), or the Employees usual classification.

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

From 1/07/2018	From 1/07/2019	From 1/07/2020	From 1/07/2021	From 1/07/2022	From 1/07/2023
$2.28	$2.39	$2.51	$2.63	$2.77	$2.91

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

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

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

Fares and Travel Allowance

All Employees shall be entitled to receive the fares and travel allowance in accordance with clause 25 of their Award, which is at the following rates for Construction Workers:

Daily Entitlement

From 1/07/2018	From 1/07/2019	From 1/07/202	From 1/07/202	From 1/07/202	Fro m
$51.00	$51.00	$55.00	$55.00	$60.00	$60.00

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

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

Leading Hand

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

Living Away from Home Allowance

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

(b) Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.

(c) Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.

(d) Where an Employee is engaged on distant work, the Employer will pay the Employee, in addition to all other entitlements, a daily allowance as provided by APPENDIX ONE

(e) Employees rostered for distant work must be notified in writing by the Employer. The Employer will endeavour to ensure that no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work.

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

(i) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

(ii) the Employee's personal circumstances including any family responsibilities;

(iii) the needs of the workplace or enterprise;

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

(v) any other relevant matter.

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

Power Tools

Where an Employee is specifically required to supply their own power tools (maximum of three

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

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APPENDIX 2 – REDUNDANCY AND INCOME PROTECTION

1. Section 1 - All Employees Other Than Electrical Workers

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

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

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

   ;

   (a) from 1 March 2019 - $39.30;

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

4. If CIPQ decides that a higher weekly rate per Employee must be paid or provided, the Employer must pay that higher rate as and from the date CIPQ determines. Payment at the rate specified under this clause 4 above from the date determined by CIPQ will satisfy the Employer's obligations under clause 3 above.

5. If the Employer does not contribute to CIPQ the amount required under clause 4 above in respect of each and every Employee, the Employer will pay an additional $1,500 per week on top of what benefit the policy provides and also reimburse the Employee for costs (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.

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

7. The Employer will contribute on behalf of each Employee the following minimum weekly amount:

   (a) $110.00 per Employee effective first pay period January 2018;

   (b) $115.00 per Employee effective first pay period January 2019;

   (c) $120.00 per Employee effective first pay period January 2020;

   (d) $125.00 per Employee effective first pay period January 2021;

   (e) $130.00 per Employee effective first pay period January 2022; and

   (f) $135.00 per Employee effective first pay period January 2023.

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

   (a) $14.20 per Employee effective first pay period January 2018;

(b) $14.90 per Employee effective first pay period January 2019;

(c) $15.60 per Employee effective first pay period January 2020;

(d) $16.30 per Employee effective first pay period January 2021;

(e) $17.00 per Employee effective first pay period January 2022; and

(f) $17.70 per Employee effective first pay period January 2023.

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

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

9. Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave (including leave paid for by QLeave or NTBuild), public holidays, sick leave, family violence leave and compassionate leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.
10. Where the Employee's balance in the Employee's Redundancy fund reaches $15,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund or redirected to CBUS or BUSS(Q). It is the Employee's option only. Where an Employee exercises (or has exercised) this option, his or her Redundancy entitlement will be deemed met for all current and future entitlements arising from the current employment engagement.
11. Contributions to the Employee's Redundancy fund must be made, at a minimum, on a monthly basis. Details of the Employer's contribution for each month including when contribution was made and for how much, are to be shown on the Employee's wage statement by the end of the second week of each subsequent month.
12. This APPENDIX TWO, SECTION ONE applies to Metal and Engineering Workers subject to the following:

    (a) Income protection policy will be provided by WAGEGUARD and as such the Employer will make contributions to WAGEGUARD; and

    (b) The relevant redundancy fund is PROTECT.

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

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

DEFINITIONS

For the purposes of this Section Two:

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

i. Annual leave;

ii. Paid sick leave;

iii. Family leave;

iv. Bereavement leave;

v. Public holidays;

vi. Long service leave;

vii. Parental leave;

viii. Income protection;

ix. Rostered days off;

x. WorkCover;

xi. Any leave which is paid for by the Employer;

xii. Any leave pursuant to this Document, other than unpaid leave as provided in clause 6.10; and

xiii. Any leave pursuant to the National Employment Standard, as set out in the Act, but shall not include any periods of continuous unpaid leave (and so that there can be no doubt continuous unpaid leave is a form of leave which does not fall into one of the categories set out as (i) to (xiii)) greater than 20 days leave taken at one time.

"Date of Certification" means the date of certification of this Document.

"Redundancy" for the purposes of this clause means where the Company no longer requires the work which the Employee has been performing to be performed by anyone and this leads to termination of employment, but redundancy does not include:

i. termination by the Employee by voluntary resignation, retirement, death or permanent disability or abandonment; or

ii. termination by the Company for disciplinary reasons.

"Redundancy Fund" means an approved employee entitlement fund such as the Contracting Industry Redundancy Trust (Queensland);

"Pay period" shall mean the period of not more than 7 days over which an Employee's entitlement to remuneration is accrued.

It is specifically agreed between the Company and the Employees that there will be no action taken to contrive redundancy where situations of genuine redundancy do not exist.

REDUNDANCY PAYMENTS

(a) All Employees, inclusive of casuals, are entitled to redundancy benefits through payments made by the Employer to Redundancy Fund ("the Redundancy Fund payment") by the Company on their behalf. All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

(b) The entitlement to the Redundancy Fund payment for a pay period shall arise when the Employee has worked 19 hours or more during a pay period provided that all

periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.

(c) In circumstances where an Employee's entitlement to the Redundancy Fund payment arises whilst the Employee is on authorised leave then the Redundancy Fund payment shall be made in the same quantum as the Redundancy Fund payment paid by the Company in relation to the Employee for the pay period immediately preceding the commencement of the authorised leave.

(d) The Company shall at the time of termination:

provide a Redundancy Fund "certificate of employment" to the Employee with the Employee's termination payment, within 4 working days;

ensure all contributions owing to Redundancy Fund in relation to the Employee are paid up to date; and

complete a certificate of employment on the form provided by Redundancy Fund to certify the length of the Employee's employment with the Company and to forthwith forward that certificate to Redundancy Fund.

(e) When an Employee's employment is terminated by the Company on account of redundancy the Company shall pay to the Employee a lump sum that equals the amount the Company is obliged to pay pursuant to the relevant industrial instrument in regard to redundancy less any credits in the Employee's account in Redundancy Fund , provided that if the Company's obligation in relation to redundancy pursuant to the relevant industrial instrument is equal to or less than the credits in the Employee's account in Redundancy Fund , then the Company shall not be liable for any further payments in relation to redundancy pursuant to this Clause.

(f) All Redundancy Fund payments must be paid to Redundancy Fund on or before the 15th of each month.

(g) The Redundancy Fund payment shall be deemed to be inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation.

(h) The Employer will contribute on behalf of each Employee the following minimum weekly amount:

$110.00 per Employee effective first pay period January 2018;

$115.00 per Employee effective first pay period January 2019;

$120.00 per Employee effective first pay period January 2020;

$125.00 per Employee effective first pay period January 2021;

$130.00 per Employee effective first pay period January 2022; and

$135.00 per Employee effective first pay period January 2023.

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

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

TRAINING PAYMENT

(a) The Company shall make payments to Jetco Inc for the purposes of providing training funds for employees for skills within the Queensland Electrical Contracting Industry ("the training contribution").

(b) The training contribution shall be a total amount being the sum of $15.00 per pay period per Employee, inclusive of casuals but excluding apprentices/trainees, employed by the Company who have worked 19 hours or more in the pay period concerned.

(c) For the purposes of (b) all periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.

(d) The training contribution is part of, and not in addition to, the payments provided for in the wage and other remuneration clause of a Division under the heading "Redundancy/Training".

(e) The training contribution is to be made to Jetco Inc on or before the 15th of each month.

(f) The maximum training contribution inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation will be $15 per pay period per employee.

(g) No Employee shall, pursuant to this clause, be entitled to receive any payment from the Company directly or indirectly, provided that Employees shall be entitled, subject to Jetco Inc's Document, to recover from Jetco Inc reimbursement of approved training costs.

JETCO

Jetco Inc's purpose is to advance the electrical trades sector through enabling innovative, needs based, leading edge solutions to training, industry leadership development, workplace health and safety, and employee engagement particularly by enabling future orientated skills and competencies development. Jetco Inc's core business objectives are:

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

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

For clarity, this amount is paid in addition to ALL PAYMENTS set out above.

Contributions will continue to be paid on behalf of an employee during any period of authorised leave.

Administrative Arrangements

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

INCOME PROTECTION

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

a) the amount will not be paid directly to the employee;
b) The level of insurance will ensure the employee receives 90% of their income, as defined in the Energy Super Insurance Guide;
c) the premium will only be paid into Income Protection for Electrical Workers as administered by Energy Super, monthly, in alignment with superannuation payments.

Category & Description	Year from:	Year To:	Benefit Level (per week)[1, 2] (Gross)	Employer's Contribution[2]
Category A	1 April 2018	1 April 2019	$4,221.47	$70.92
Category B	1 April 2018	1 April 2019	$2,814.13	$39.39
Category C	1 April 2018	1 April 2019	$2,251.31	$31.52
Category D	1 April 2018	1 April 2019	$1,688.48	$23.64
Category E	1 April 2018	1 April 2019	$1,406.79	$17.72
Category F	1 April 2018	1 April 2019	$1,125.65	$13.80
Category G	1 April 2018	1 April 2019	$729.30	$17.35

1 *The actual Income Protection benefit payable will be the lesser of the weekly benefit outlined above, or 90% of your income.*

2 *Indexed by 5% on 1 April each year.*

At the employee's discretion, additional available benefits may be purchased from the nominated fund either directly by the employee or by utilising the Salary Sacrifice provisions as agreed to by the parties.

The Employer will not be required to pay into the fund any additional payments for any additional purpose.

Where an employee make a claim for income insurance and requires the company to complete "Part C Employer Section", the Employer shall have "Part C" completed and returned to the employee within 5 day

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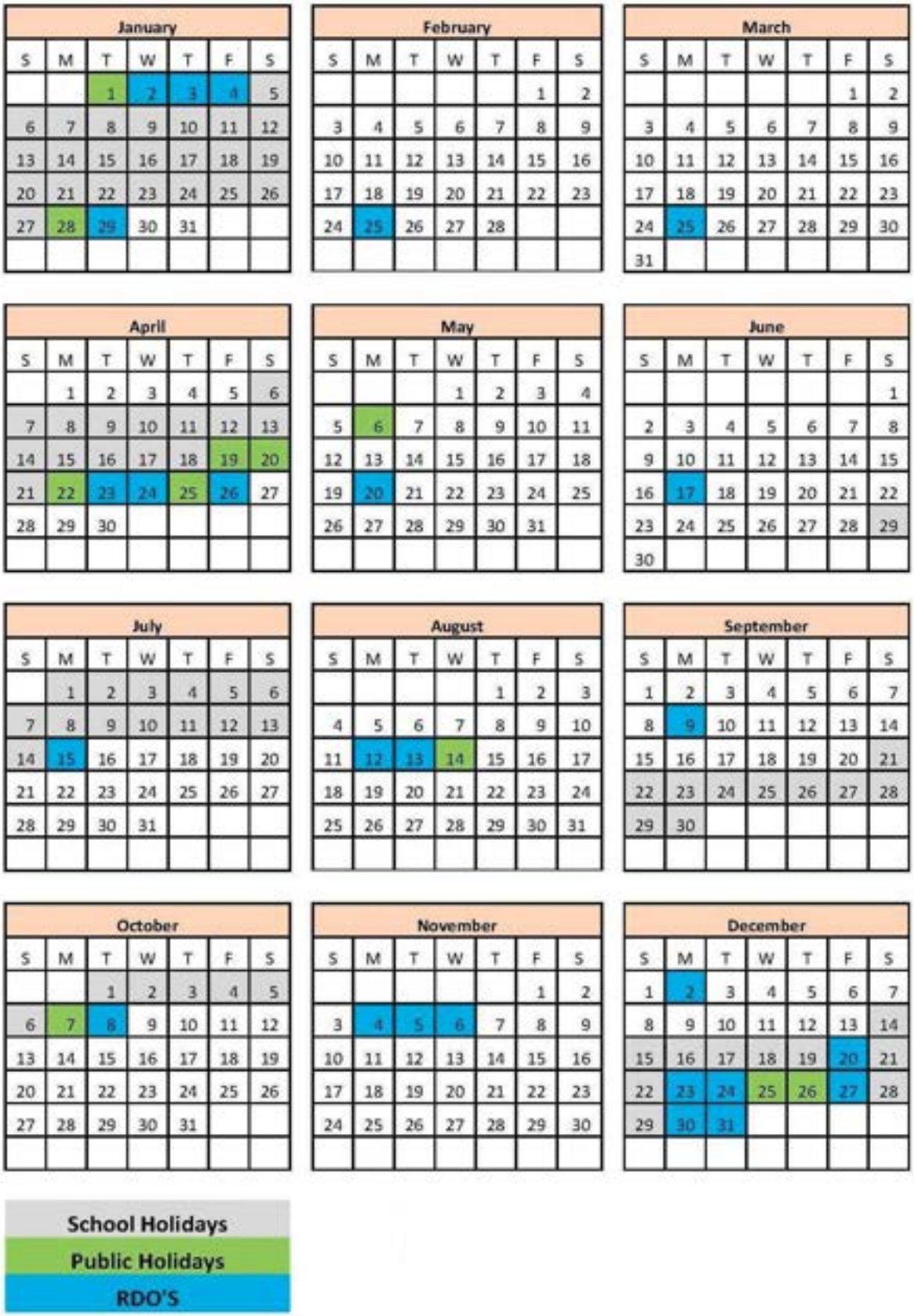
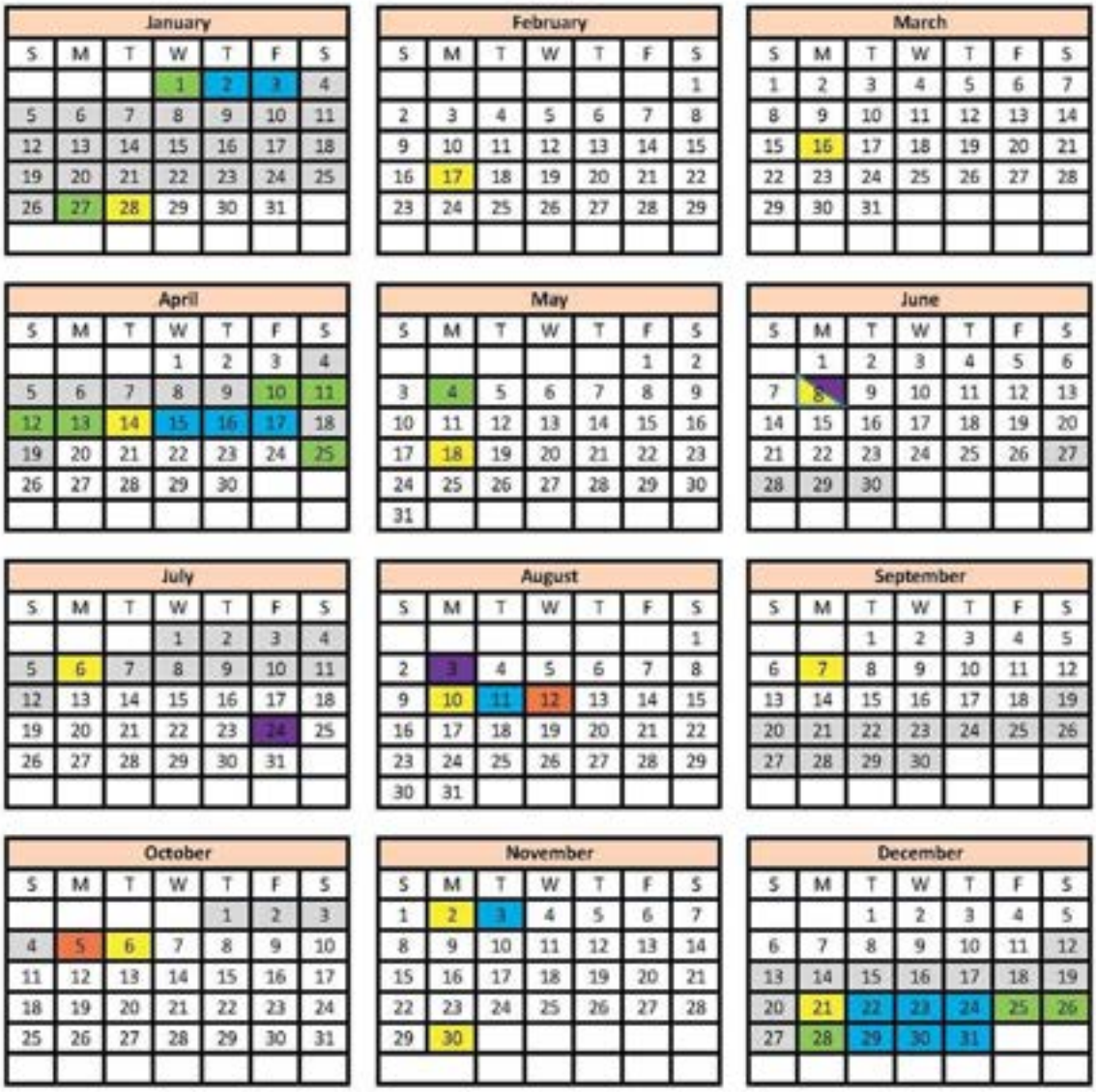
APPENDIX 3 - RDO CALENDARS

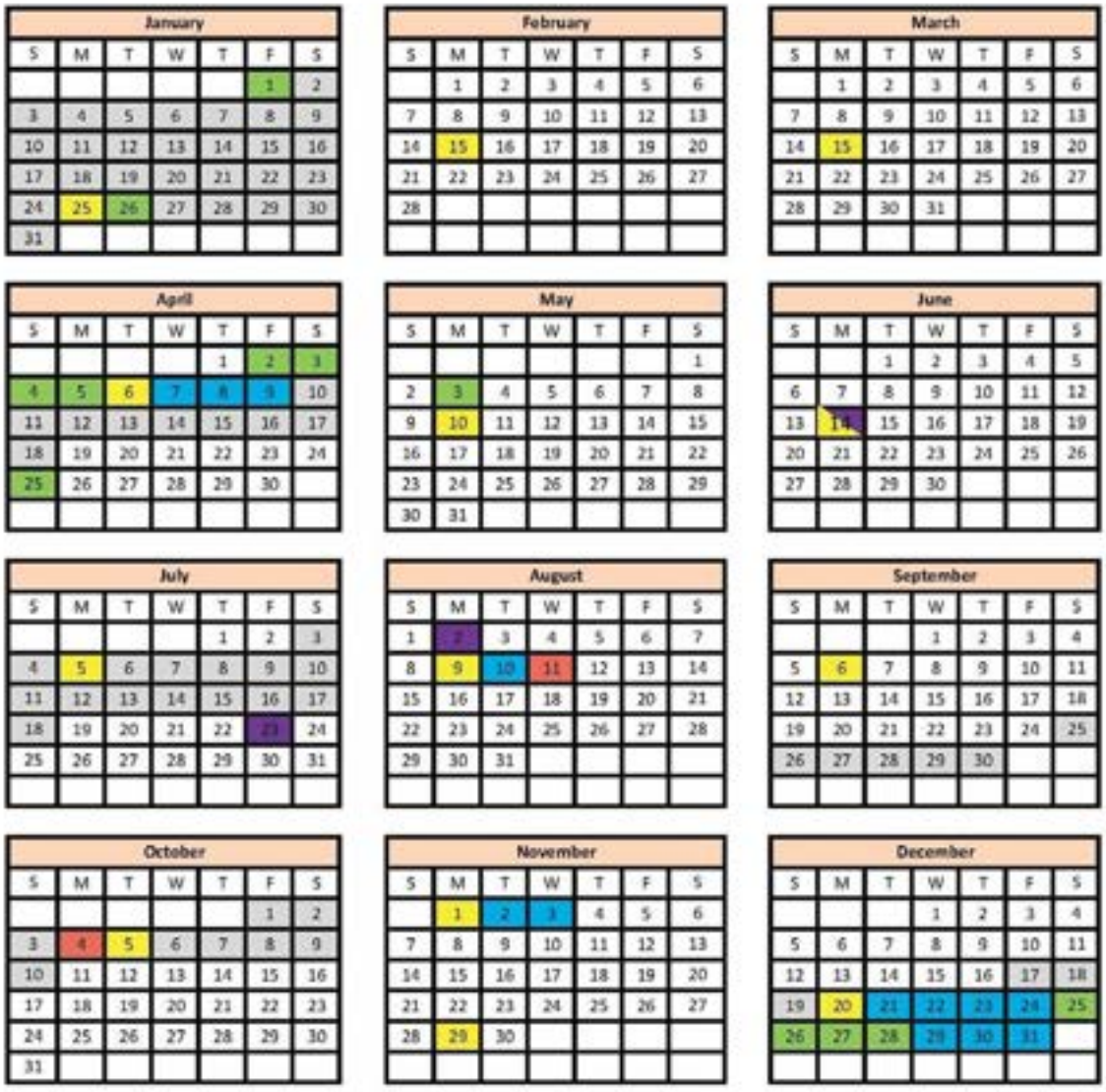
2019 RDO CALENDAR



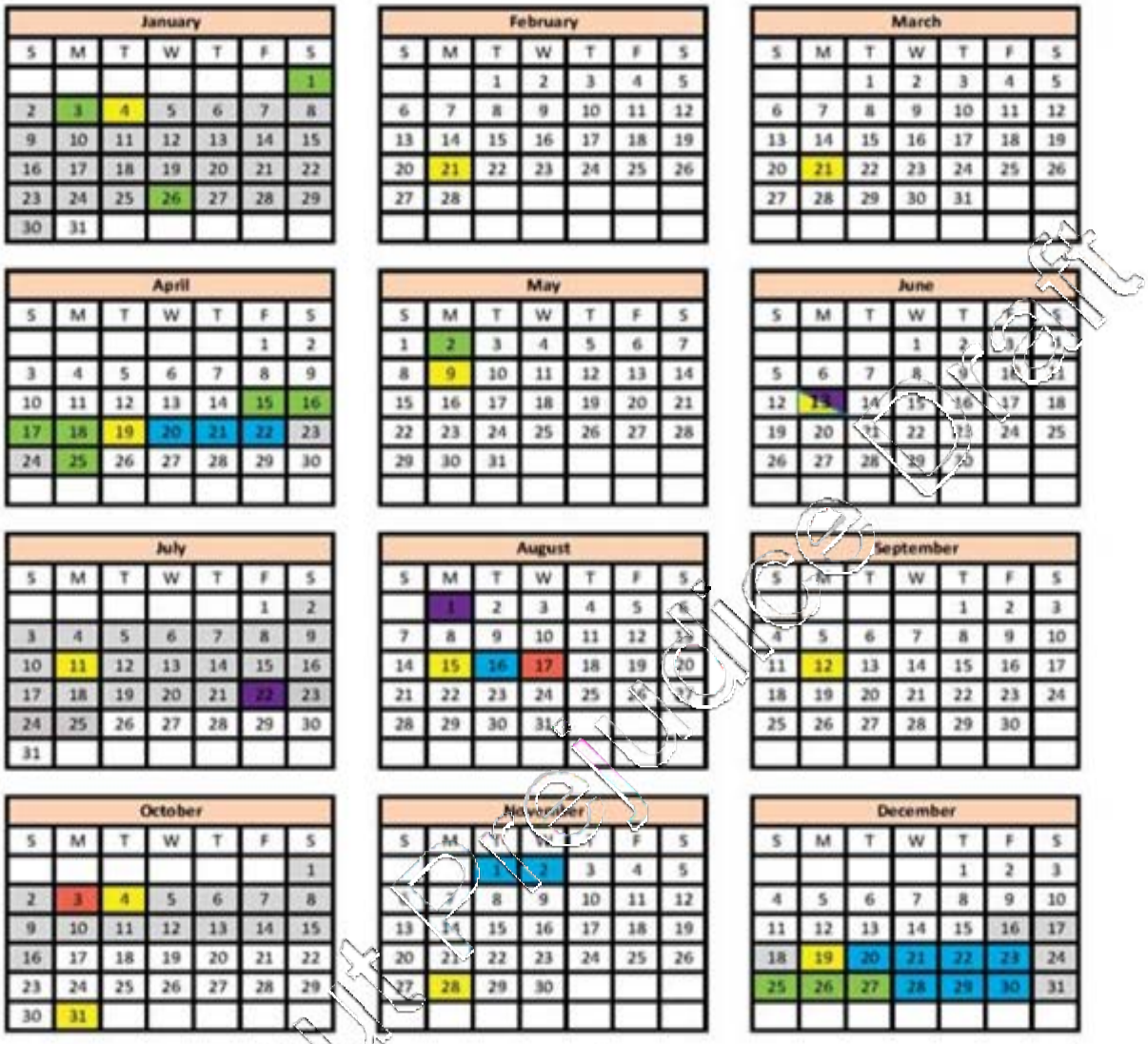
2020 RDO CALENDAR



2021 RDO CALENDAR



2022 RDO CALENDAR



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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) – HSR's, 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 a Preliminary Impairment Assessor (PIA) of this belief;

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

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

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

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

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 subcontract;

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

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

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 a standard drink is and how long it will stay in your system;

(x) Detection rates for illegal drugs;

(xi) Administering self-alcohol and drug tests;

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

(xiii) Workers who are selected for drug and alcohol testing must also be trained in this policy.

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.

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 Substances tested

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

(a) Alcohol;

(b) Opiates;

(c) THC;

(d) Cocaine;

(e) Benzodiazepines;

(f) Amphetamine; and

(g) Methamphetamine

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

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 Frequent and periodic testing (at least once per month) of the workforce (both construction workers and site office workers) as follows:

(a) **Alcohol** - on the day of testing all workers onsite shall be required to submit a breath sample i.e. blanket testing.

(b) **Drugs** -As a minimum, frequent periodic testing (at least once per month where required by law, at intervals required by the client or by mutual Document by the PC/employer and the Union) of the workforce (both construction Workers and site office Workers) will be as follows:

(i) where there are less than 30 Workers at a workplace – at least 10% of the workforce;

(ii) where there are 30 to 100 Workers at a workplace – a minimum of 5 Workers; and

(iii) where there are greater than 100 Workers at a workplace – a minimum of 10 Workers;

(iv) The number of workers selected shall be increased in line with the escalation below where test results meet the criteria indicated:

	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 to 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

12.3 The increased testing requirements shall continue until no Confirmed Positive test results are recorded for 2 consecutive testing periods.

12.4 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 Document 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 will be prevented from performing work until they can provide they are fit to return to work.

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, if the worker tests non-negative for any substance in section 9.3 of this policy they will be deemed not to be fit for work and will be prevented from performing work until they are fit for work. All Workers have obligations under the Work Health and Safety Act or equivalent occupational health and safety or occupational safety and health legislation in other States or Territories and must not 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 may request to be accompanied by their employee representative until they have completed all testing required.

(c) Post Incident Testing will be conducted as soon as practical after the incident/event and when it is safe to do so.

(d) An injured Worker who requires immediate medical attention may only be tested when it is appropriate and safe to do so. This will be determined by the Construction Manager, the HSR, Delegate and the relevant PIA in consultation with the attending medical practitioner. In such cases, where testing can be conducted while under medical care, a saliva testing process will be used.

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 unable to continue working 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 Document on any proposed amendments.

22.3 No amendments shall be implemented unless Document 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 5 – CALCULATION OF SUPERANNUATION

The rates as calculated in clause 25.2 above of this Document have been calculated using the agreed industry formula as follows:

Employer Contribution

12% of the sum of:

CW3 – Carpenters (100% Trade) rate;

Leading hand Site Allowance p/h ($35m project);

0196

APPENDIX 6 - RDO NOTIFICATION FORM

Notification pursuant to clause 30.5(c) to Work on Scheduled RDO

Date: _____

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

Manager Contact Details

Name: _____

Phone: _____

Fax: _____

Tick the appropriate Box

□ Affected Employee/s consulted by Employer

□ Affected Employee/s not wishing to work in accordance with the clause have been given an opportunity to reasonably refuse

□ Affected Employee/s informed that if they have a concern about working the scheduled RDO they can raise the matter with their union delegate/employee representative.

Reason/s for work on scheduled RDO (as per clause 32 of the Document)

□ High risk activity (specify below)

□ Maintenance, repair, commissioning

□ Restrictions, laws, regulations, etc.

□ Inclement weather

□ Other

Explanation of ground/s listed above:

APPENDIX 7 – AUDIT FORM

EMPLOYER NAME: _____

ABN NUMBER: _____

ADDRESS: _____

PRINCIPAL NAME: _____

PRINCIPAL TITLE:

WORKCOVER POLICY NUMBER: _____

Number of personnel: _____

Overtime 1½x _____

Overtime 2x _____

Base Hourly Rate _____

Fares & Travel _____

Superannuation:	□ Yes	□ No	
Redundancy Trust Fund:	□ Yes	□ No	
Training Fund:	□ Yes	□ No	
Income Insurance:	□ Yes	□ No	
STQ:	□ Yes	□ No	*Payable only for employees engaged under*
RDO Accrual:	□ Yes	□ No	
Annual Leave:	□ Yes	□ No	
Sick Leave:	□ Yes	□ No	
PSLS:	□ Yes	□ No	
Group Tax:	□ Yes	□ No	

STATUTORY DECLARATION BY PRINCIPAL: I hereby state that the Employer has paid all of its entitlements and legal obligations in accordance with the appropriate industrial instrument.

_____PRINCIPAL

AUTHORISED BY CPA/INSTITUTE OF CHARTERED ACCOUNTANTS

EMPLOYER NAME:

NAME OF ACCOUNTANT:

REGISTRATION DETAILS

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

_____CERTIFIED PRACTISING ACCOUNTANT

0198

APPENDIX 8 - ENDORSEMENT OF THE DOCUMENT

Signed for and on behalf of **«E3LNAM»** (ABN «E3NABN»)

I**,** «E3CFNM» «E3CNAM», «E3POSN» of «E3SRNM» am authorised to sign the Document on behalf of the **«E3LNAM»:**

SIGN NAME

«E3ADR1» «E3ADR2»«E3ADR3», «E3STAT» «E3POST»

ADDRESS

_____

DATE

IN THE PRESENCE OF

WITNESS SIGNATURE

WITNESS NAME

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

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

SIGN NAME

DATE

16 Campbell Street, Bowen Hills, Qld, 4006

ADDRESS

IN THE PRESENCE OF

WITNESS SIGNATURE

PRINT NAME

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

I, Peter Ong, Divisional Branch Secretary of CEPU Electrical Division, Queensland & Northern Territory Divisional Branch am authorised to sign the Document on behalf of the CEPU Electrical Division

SIGN NAME

DATE

ADDRESS

IN THE PRESENCE OF

WITNESS SIGNATURE

PRINT NAME

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

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

SIGN NAME

DATE

ADDRESS

IN THE PRESENCE OF

Without Prejudice Draft

WITNESS SIGNATURE

PRINT NAME

0201

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

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

SIGN NAME

DATE

ADDRESS

IN THE PRESENCE OF

WITNESS SIGNATURE

PRINT NAME

Without Prejudice Draft

Kristian Marlow

From: [redacted]
Sent: Tuesday, 23 April 2024 3:39 PM
To: Damian Long
Subject: FW: Confidential Information | Applications for BPP prequalification

Andrew Chapman
CEO

P: 0428 199 426
GPO Box 3254
Brisbane QLD 4001

www.qmca.com.au

From: [redacted]
Sent: Tuesday, April 23, 2024 2:22 PM
To: 'BCM Secretariat'
Subject: RE: Confidential Information | Applications for BPP prequalification

Andrew;

I find this slightly disturbing from a range of reasons.

This is a confidential process between the nominees and government – third parties should NOT be permitted to provide comment or "advice" about companies submitting – it brings into question the independence of the process and quite clearly also opens the government to accusations of external influence by others, particularly "some unions" who will use this information to either:

a: provide unsupported statements about companies who do not have agreements with them, or
b: use this knowledge to go and pursue these companies in an attempt to get agreements with them on the basis of "if you don't sign with us you wont get pre qualified". We have seen and heard many stories about that already.

I would sincerely request that you rescind this from the BCM IRG members as they include third parties who should not be involved in the assessment process. That is for government alone.

Regards

Andrew Chapman
CEO
[redacted]
www.qmca.com.au

From: BCM Secretariat <[redacted]>
Sent: Monday, April 22, 2024 12:33 PM
To: BCM Secretariat <[redacted]>
Cc: Logan Timms <[redacted]>; Andrew De Zilva <[redacted]>; Lyn Mayberry <[redacted]>
Subject: Confidential Information | Applications for BPP prequalification

Good morning IRG members,

The following contractors have applied for BPP prequalification:

- Sky Cranes Pty Ltd, ABN 45 601 245 952 (sub-contractor)
- Aspect Furniture Pty Ltd, ABN 50 146 316 770 (sub-contractor)
- The Rix Group Pty Ltd, ABN 50 092 239 113 (sub-contractor)
- Arcadia Contracting Pty Ltd, ABN 72 639 036 203 (sub-contractor)
- Anaman Pty Ltd, ABN 62 148 103 673 (sub-contractor)
- A1 Custom Stainless and Kitchens Pty Ltd, ABN 77 151 157 872 (sub-contractor)
- Alimak Group Australia Pty Ltd, ABN 80 005 538 947 (sub-contractor)
- Hired On Time (Hot) Services Pty Ltd, ABN 30 638 166 533 (sub-contractor)
- Lindores Construction Logistics Pty Ltd, ABN 27 134 700 824 (sub-contractor)
- TJMS Group Qld Pty Ltd, ABN 77 676 252 118 (sub-contractor)
- AKM Earth Pty Ltd, ABN 49 166 597 637 (sub-contractor)
- LKG Cleaning Service Pty Ltd, ABN 55 660 819 974 (sub-contractor)
- Advanced Precast (Qld) Pty Ltd, ABN 45 117 392 079 (sub-contractor)
- Moonie Enterprises Pty Ltd, ABN 11 638 174 553 (sub-contractor)
- SP & JD Pty Ltd, ABN 42 081 086 624 (sub-contractor)
- C.B.D. Landscape Construction Pty Ltd, ABN 49 169 298 177 (sub-contractor)
- Alto Construct Pty Ltd, ABN 37 606 035 009 (sub-contractor)

We are seeking your advice to supports DEPW's due diligence process by providing industry intelligence.

Please provide your advice and any concerns you may have regarding their ability to meet the minimum prequalification requirements. Minimum Prequalification Requirements include:

Topic	Requirement
Business entity	- ABN (registered for GST) and Australian Company Number (ACN) (where applicable)
Financial capacity	- A minimum net tangible assets for government (NTA-Govt) of $156,000 and a minimum current ratio of 1:1, as calculated using the PQC System - contractor financial requirements (PDF 194KB)
Appropriately Licenced	- Licence details and certificates (QBCC or equivalent)

Certified Management Systems	-	Management system certificates (if applicable)
Insurance and Leave	-	WorkCover, Portable Long Service Leave and Public liability insurance certificates (if required)
Government priorities and policies	-	Evidence and/or commitments to deliver government priorities and policies including but not limited to the Queensland Procurement Policy. Other policies include the Ethical Supplier Mandate and Threshold, Best Practice Principles (workplace health and safety; industrial relations; and, apprentices and trainees), the Buy Local Policy and the Queensland Indigenous Procurement Policy
Project Experience	-	Projects completed in the previous three (3) years.

Action:

If you have any information, advice or concerns regarding any of these applicants, particularly in relation to the Minimum Prequalification Requirements, please reply to this email [redacted] within 5 business days, **by COB Friday 26 April, 2024**. You are welcome to provide any supporting information.

If you have a Conflict of Interest, please advise by replying to this email [redacted]

Background information

- The industry reference group is an information and advisory body.
- All information provided to IRG members by the Department for BCM IRG purposes and which relates to an application for prequalification is "Confidential Information"
- This information is subject to the Deed of Confidentiality, Privacy and Conflict of Interest for the purpose and as a condition of membership of the Confidant on the Building Construction and Maintenance (BCM) Industry Reference Group (IRG)
- DEPW are seeking your information and advice regarding applicants and registrants and any concerns you may have regarding their ability to meet the minimum prequalification requirements.
- The minimum prequalification requirements are listed on the application form and are included in the review and the sanctions guidelines.
- These requirements refer to the applicant delivering government policies
- Any concerns raised by an IRG member will be investigated by the Queensland Government Procurement Compliance Branch. Other regulators may also be involved if necessary.
- If an IRG member's concern is substantiated and the department deems that the applicant should not be prequalified, the applicant will be advised of what they would need to demonstrate to be eligible for prequalification in the future.
- If the concern cannot be substantiated the application will continue to be assessed.
- This consultation process with the Industry Reference Group does not provide or imply a power of veto by any member of the IRG and the department remains the decision maker. We are however wanting to take every opportunity to ensure that, prior to prequalifying, we involve the IRG to ensure that the Queensland Government only does business with ethical, qualified and experienced companies.

If you have any questions or would like to discuss, please contact me on the details below.

Regards,
Andrew

Andrew De Zilva
Director, Building Category Management
Major Projects | Public Works Division
Department of Energy and Public Works
Queensland Government
[redacted]

********** Disclaimer **********

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Thank you.

Australian Government
Australian Building and Construction Commission

ABCC

15 November 2019

Ms Theresa Moltoni
Managing Legal Practitioner Director
IRIQ
[redacted]

Reference ID: 44477

Dear Ms Moltoni,

Building Code 2016 and the Best Practice Principles

I refer to your email dated 25 October 2019 to Stephen McBurney, the Australian Building and Construction Commissioner, regarding the Queensland Government's administration of its Best Practice Principles (**BPP**) and the Minimum Conditions document.

The ABCC is aware that the draft Enterprise Agreement entitled 'Best Practice Principles Minimum Conditions' (the **draft EA**) has been issued with EOI's/tenders for a number of State funded projects, including the Cairns Convention Centre Project, with the instruction that tenderers and their subcontractors must meet or exceed the conditions in the draft EA.

You seek advice from the ABCC as to possible implications that may arise for code covered entities under the *Code for the Tendering and Performance of Building Work 2016* (**Code**) in complying with the draft EA.

Best Practice Principles

The ABCC understands the intent of the of the BPPs is that they not be implemented in a way that would breach the Fair Work *Act 2009* (**FW Act**) or the *Building and Construction Industry (Improving Productivity) Act 2016* (**BCIIP Act**).

To date the ABCC has considered that code covered entities could comply with both the Code and the BPP's. However, recent information indicates that contractors have been instructed to *meet or exceed* the conditions in the draft EA and that this is a mandatory requirement. The ABCC is concerned that applying these principles will potentially contravene the Code.

The ABCC makes the following observations regarding the implementation of the BPPs and the draft EA by code covered entities below.

Draft Enterprise Agreement

The ABCC understands that the purpose or intent behind providing an example Enterprise Agreement (**EA**) is to assist with subcontractors demonstrating 'best practice industrial relations' (BPP 3).

As stated in the BPP's, one way of demonstrating how a tenderer adopts or provides best practice industrial relations for employees in the workplace includes evidencing its conditions of employment. Other examples listed include providing performance metrics and risk assessments.

FW Act and BCIIP Act

The DHPW's EOI/tender instructions instruct the tenderer and its subcontractors to meet or exceed the conditions in the draft EA.

GPO Box 9927 Melbourne VIC 3001 Hotline: 1800 003 338 abcc.gov.au ABN 68 [redacted]

If this requirement is cascaded down the contractual chain, the head contractors and their subcontractors risk contravening the following legislative provisions:

- Section 54 of the BCIIP Act (Coercion)
- Section 55 of the BCIIP Act (Coverage by particular instruments)
- Section 340 of the FW Act (Protection – adverse action)
- Section 343 of the FW Act (Coercion)
- Section 354 of the FW Act (Coverage by particular instruments)

These provisions are set out in detail at **Attachment 1** to this letter.

The FW Act prohibits taking 'adverse action' (which includes refusing to engage a subcontractor) against another person (including a company) on the basis that they have a particular workplace right, exercised a workplace right or propose to exercise a workplace right[1].

If the DHPW or a head contractor refuse to engage a contractor/subcontractor on the basis that the industrial instrument regulating the contractor/subcontractor does not meet DHPW's Minimum Conditions, there is a high risk that this conduct would constitute adverse action.

Similarly, there is a high risk that the same conduct would also constitute a breach of section 55 of the BCIIP Act and unlawful discrimination for the purposes of section 354 of the FW Act.

Where a contractor seeks to impose contractual or other requirements on subcontractors or tender respondents to alter their registered enterprise agreement or provide for conditions in accordance with the Minimum Conditions in order to be a conforming tenderer, this conduct may constitute coercion under section 343 of the FW Act or section 54 of the BCIIP Act.

Section 12 – Above Entitlement Payments

Code covered entities should be mindful of their obligations under section 12(2) of the Code. Section 12(2) of the Code prohibits a code covered entity from exerting undue influence or undue pressure on a contractor, subcontractor or consultant to make above entitlement payments in respect of building work.

The draft EA may include entitlements which differ to the current employment arrangements of subcontractors. Code covered entities should take steps to ensure they do not exert undue influence or pressure on subcontractors to make above entitlement payments in respect of building work.

Code covered entities should make it clear to subcontractors that they are not *required* to adopt the terms contained in that EA and that they should seek their own independent legal advice about demonstrating their compliance with the BPP's and 'meeting or exceeding' the minimum conditions.

Section 10 – Unregistered written agreements or other agreements

Code covered entities should also be mindful of their obligations under section 10 of the Code.

In particular, subsections 10(1)(b)–(c) of the Code prohibit code covered entities from bargaining in relation to an agreement, or making or implementing an agreement, if that agreement provides for terms, conditions or benefits of employment of the employer's employees or the employer's subcontractors (which may include above entitlement payments), or that restricts or limits the form or type of engagement that may be used to engage subcontractors. This prohibition applies where the agreement will not be registered lodged or otherwise approved under the FW Act.

These provisions are aimed at prohibiting 'side deals' that provide for employment terms not captured in the code covered entity's registered EA.

In circumstances where a code covered entity has an existing enterprise agreement that provides for lower wages than the draft EA, the code covered entity cannot supplement the conditions provided for in its registered EA with a 'side deal' or non-registered agreement.

In these circumstances, a code covered entity may not be able to both comply the Code and meet the requirement that they *meet or exceed* the conditions in the draft EA.[2]

---

[1] Adverse action does not include action that is authorised by or under the FW Act or any other law of the Commonwealth or a law of a State or Territory prescribed by the FW Regulations.

[2] For completeness, we note that section 10(1) of the Code does not apply to an agreement that is a common law

EOI / Tender Instructions

Based on the information above, the ABCC recommends that code covered entities exercise caution when implementing the BPPs and in particular demonstrating how they meet and exceed the conditions set out in the draft EA or cascading this requirement down to subcontractors. Code covered entities must not apply the guidance in a way that would contravene the Code.

In addition, building contractors should exercise caution in their dealings with subcontractors or tender respondents to ensure they do not impose contractual or other requirements in breach of the FW Act or BCIIP Act.

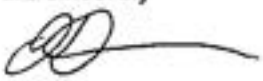
The ABCC will investigate any reports of code covered entities imposing this as a mandatory requirement and / or allegations that contractors have not been awarded work on the basis that they do not meet or exceed the conditions in the draft EA.

We encourage members and clients of IRIQ to contact the ABCC and refer any concern to us for investigation. As you are aware, the assistance of contractors is vital to successful investigations.

The ABCC will be writing to the Queensland Government addressing the issues set out in this letter.

If you have any questions, please contact me on [redacted] or by email at [redacted] You can also find more information about the Code on our website at [redacted] or by contacting the ABCC hotline on [redacted].

Yours sincerely



Janine Drennan National Manager Building Code
Australian Building and Construction Commission

agreement made between an employer and an individual employee or to an individual flexibility agreement. If an employer intends to provide particular terms and conditions to every worker (by way of a contract), on a particular project, there may be a question as to whether there is a genuine common law agreement with each employee. In addition, an individual flexibility agreement must be made in accordance with the IFA clause in the applicable enterprise agreement. If there is not IFA clause in the applicable enterprise agreement, the model clause contained in the *Fair Work Regulations 2009* will apply.

ATTACHMENT 1

Section 54 of the BCIIP Act provides that:

1) *A person must not:*

   a) *organise or take, or threaten to organise or take, any action; or*

   b) *refrain, or threaten to refrain, from taking any action.*

with intent to coerce another person, or with intent to apply undue pressure to another person, to agree, or not to agree:

   c) *to make, vary or terminate a building enterprise agreement; or*

   d) *to approve any of the things mentioned in paragraph (c).*

Section 55 of the BCIIP Act provides that:

2) *A person must not take action against a building employer because:*

   a) *building employees of the building employer are covered, or not covered, by a Commonwealth industrial instrument; or*

   b) *it is proposed that building employees of the building employer be covered, or not be covered, by a Commonwealth industrial instrument.*

Section 340 of the FW Act provides that:

1) *A person must not take adverse action against another person:*

   a) *because the other person*

      i. *has a workplace right, or*

      ii. *has, or has not exercised a workplace right, or*

      iii. *proposes or proposes not to… exercise a workplace right; or*

   b) *to prevent the exercise of a workplace right by the other person.*

Section 343 of the FW Act provides that:

1) *A person must not organise or take, or threaten to organise or take, any action against another person with intent to coerce the other person, or a third person to:*

   a) *Exercise or not exercise, or propose to exercise or not exercise a workplace right; or*

   b) *Exercise, or propose to exercise, a workplace right in a particular way.*

The definition of a 'workplace right' includes the entitlement to the benefit of a workplace law or workplace instrument, for example an existing subcontractor enterprise agreement.

Section 354 of the FW Act provides that:

1) *A person must not discriminate against an employer because:*

   a) employees of the employer are covered, or not covered, by:

      i. provisions of the National Employment Standards; or

      ii. a particular type of workplace instrument (including a particular kind of workplace instrument within a type of workplace instrument); or

iii. an enterprise agreement that does, or does not, cover an employee organisation, or a particular employee organisation; or

b) it is proposed that employees of the employer be covered, or not be covered, by:

i. a particular type of workplace instrument (including a particular kind of workplace instrument within a type of workplace instrument); or

ii. an enterprise agreement that does, or does not, cover an employee organisation, or a particular employee organisation.

The above sections are illustrative only. To understand the full effect of these provisions, they should be read in the context of the Acts from which they are extracted. In particular, there are defined terms and exemptions set out in the relevant Acts, which may affect the meaning of these provisions.

Australian Government
Australian Building and Construction Commission

ABCC

4 May 2020

[redacted]

Reference ID: ID44477

Dear Ms Moltoni,

Building Code 2016 and the Best Practice Principles

I refer to your email dated 20 April 2020 and the ABCC's letter dated 15 November 2019, regarding the Queensland Government's administration of its Best Practice Principles (**BPP**) and in particular the application of the BPP's to the Cairns Convention Centre Project.

As you are aware, the ABCC was concerned about reports that contractors tendering for the Cairns Convention Centre Project had been instructed to *meet or exceed* the conditions in a draft Enterprise Agreement, entitled 'Minimum Conditions' (the **Draft EA**) and that this was a mandatory requirement of tender. The ABCC was also concerned that any Head Contractor appointed to the Project may be contractually required to cascade this requirement to its subcontractors.

The ABCC has since made further enquiries in relation to the application of the BPP's on the Cairns Convention Centre Project. I advise that the ABCC has not identified any contravention of the *Fair Work Act 2009* (**FW Act**) or the *Building and Construction Industry (Improving Productivity) Act 2016* (**BCIIP Act**).

Draft Enterprise Agreement

By issuing the Draft EA with the relevant tender documentation, the Queensland Government intended to assist contractors demonstrating 'best practice industrial relations' (BPP 3).

In these particular circumstances, they stated that the requirement to *meet or exceed* the conditions of employment in the draft EA was not a mandatory requirement. The tender documentation stipulated that tenderers could propose other ways to meet or exceed the minimum conditions, and importantly, the tender framework also allowed for the submission of and consideration of alternative (non-conforming) tenders.

In circumstances where all tenders were non-conforming, the ABCC was unable to identify any conduct which contravened a provision of the BCIIP Act or the FW Act. Similarly the ABCC did not identify any contractor that was disadvantaged or discriminated against on the basis of not implementing the terms and conditions of the Draft EA.

Future Projects

The ABCC understands that the BPPs were implemented on the Cairns Convention Centre on a trial basis and as what they described as a "pilot". Noting this, if, into the future, the BPP's (including the Draft EA) are implemented on further projects, it is conceivable that a contravention of the FW Act or BCIIP Act may arise.

Whether or not the implementation of the BPP's (including the Draft EA) on a particular project

[redacted] ABN 68 003 725 098

contravenes a provision of the FW Act or BCIIP Act in the future will turn on the facts of the case.

One factor which would raise concern is where the requirement or instruction is *mandatory*. For example, where the BPP's are applied to the Project and a contractor is *required* to meet or exceed the conditions in the Draft EA in order for the tender to be accepted or awarded.

This is to be contrasted to requirements or conditions that are aspirational in nature, for example a requirement that a contractor make *best endeavours* to cascade the BPP's down the contractual chain. An aspirational requirement is unlikely, in of itself to give rise to a breach of legislation.

BPP's and the Code

As previously advised, contractors who are code covered entities should continue to be vigilant in ensuring that when undertaking work subject to the BPP's that they remain compliant with the Code.

In particular, there remains a risk that a code covered entity may contravene subsections 12(2) or 10(1)(b)-(c) of the Code, in circumstances where it agrees to meet the Minimum Conditions and subsequently:

- Exerts undue influence or undue pressure on a subcontractor engaged on the Project, to make above entitlement payments in respect of building work. For example, so that subcontractor also meets the requirements of the Minimum Conditions; or
- Bargains, makes or implements an agreement that will not be registered lodged or otherwise approved under the FW Act, where that agreement provides for terms, conditions or benefits of employment of the employer's employees or the employer's subcontractors (which may include above entitlement payments), or that restricts or limits the form or type of engagement that may be used to engage subcontractors.[1]

  For example, by implementing a 'side deal' which is intended to supplement the conditions provided for in a registered agreement, while work is conducted on that particular project to which the Minimum Conditions apply.

We encourage members and clients of IRIQ to continue to contact the ABCC with any questions or concerns they have regarding their obligations under FW Act, BCIIP Act or the Code and I thank you for your continued engagement on this issue.

If you have any questions, please contact me on [redacted] or by email at [redacted] You can also find more information about the Code on our website at [redacted] or by contacting the ABCC hotline on [redacted]

Yours sincerely

Janine Drennan
National Manager Building Code
Australian Building and Construction Commission

[1] Section 10(2) of the Code provides that this prohibition does not apply to an agreement that is a common law agreement made between an employer and an individual employee or to an individual flexibility arrangement.

Kristian Marlow

From: Logan Timms <[redacted]>
Sent: Wednesday, 9 June 2021 6:39 PM
To: Priscilla Radice; Jon Davies; [redacted]; Rebecca Andrews; Damian Long; Paul Bidwell; [redacted]
Cc: BCM Secretariat; Ashley Newcomb; Andrew De Zilva; Linh Luong
Subject: RE: BPP implementation and legal questions - IAQ - follow up from DEPW Workshop
Attachments: Attachment 2 - DRAFT - BPP sequencing slides v2a June 2021.pptx; Attachment 1 - 210609 ABCC media statement on Centenary.docx

Hi Priscilla and colleagues,

We have rescheduled today's meeting and sent it out as a TEAMS and Face to Face for 2pm on Friday. In relation to the specific questions in our original email trail our responses are embedded below in yellow highlight.
I don't plan to bring lawyers along to this as I think the department's position is clearly articulated in the information we have distributed and the answer below but I think the ABCC Media Statement (**Attachment 1**) addresses any gap issues, either perceived or otherwise, and also provides comfort that the approach we are proposing is fine. I am, of course, very happy for you to bring any individuals you wish to the meeting.

Also, as requested, just confirming in writing that we will extend the closing time slot for submissions until next **Wednesday 16 June 2021 COB** for you and this group and they will all be properly considered.

See you Friday.
Kindest Regards
Logan
[redacted]

From: Priscilla Radice <[redacted]>
Sent: Thursday, 27 May 2021 5:24 PM
To: Logan Timms <[redacted]>; Jon Davies <[redacted]>; [redacted] BCM Secretariat <[redacted]>
Subject: Re: BPP implementation and legal questions - IAQ - follow up from DEPW Workshop

Hi Logan

QMCA and MBA and contractors hold this information - including them in the email. As we discussed at the workshop there are "deal breakers', using EPW wording, that need working through together in detail.

1) The conflict between mandating certain pay rates and complying with the Federal *Code for the Tendering and Performance of Building Work 2016*. Currently this is a hard gate for prequalification which means a contractor must tick yes or no (see attached Prequalification Application Form). This is an impossible conflict situation to place a private company in. We have asked for you to invite ABCC to be at this meeting so we can all understand the gap in the legal interpretations and work through any changes.

Is there conflict between mandating certain pay rates in the PQC system and complying with the Federal Code for the Tendering and Performance of Building Work 2016?

Answer:

- We are well aware of the requirements that the Building Code 2016 imposes on contractors and subcontractors and we are not asking them to do anything that would breach the Code

- The Queensland Government chooses to work with suppliers that demonstrate best practice industrial relations including by offering wages and conditions aimed at attracting and retaining a high quality workforce
- The PQC system is seeking to identify contractors and subcontractors willing to give a commitment to pay their own employees best practice wages

Great Clarity around Question 13 in the draft PQC questionnaire was requested.

Answer
For completeness sake, Paul also pointed out that the existing draft question 13 requires greater clarity. I propose to clarify with inclusion of the following words.

Question 13. BEST PRACTICE INDUSTRY CONDITIONS – General requirement	
Do you commit to implement the Best Practice Industry Conditions? The Best Practice Industry Conditions are set out in the form of an enterprise agreement that is provided as an example of an agreement that provides wages and conditions that can attract a high quality and skilled workforce. It is not mandatory to have a specific form of industrial instrument to demonstrate a commitment to implement the Best Practice Industry Conditions.	Yes No

2) The only scenario mapped for implementation of this policy is a lump sum head contractor (Att5) not any other procurement method like D&C. Given we all found issues in the simple method, it is vital we come together to map out a much more complex procurement method.

- We have attached how the D&C and Lump sum may work (**Attachment 2**). It may be that the prequalification approach may need to be undertaken differently perhaps by the Head Contractor. For example via a departmentally issued subcontractor evaluation tool . This would mean that the department require, via a specific contractual obligation, the Head Contractor utilise a departmentally issued subcontractor evaluation tool. This would contains exactly the same hard gates as the draft prequalification questionnaire.

3) How consultants at the front end and throughout the supply chain are treated remains unclear.

- We can advise that at this point that the BPP Guide will be clarified that its application was not intended for consultancies but rather the ongoing on-site workforce. This was flagged by QGP earlier this year when consulting on an updated BPP Guide.

4) There has been no visibility on whether the Tripartite Panel will remain the same or be reconstituted as advised by industry and if being reworked what this looks like.

- Government has decided that an independent expert Tripartite Panel will replace the current Procurement Penalties and Sanctions Committee to consider breaches of the Ethical Supply Mandate and Ethical Supply Threshold and recommend demerits and sanctions (period of expulsion from government supply chain)
- It is proposed to have equal numbers of industry and union nominees (who are not current employees) with an independent Chair to be selected by the Minister
- The exact number of appointees to make up the pool has not been decided, but the model is that there would be a pool or 6, 8 or 10 (with equal representation) and the independent Chair
- Each decision would be considered by a Panel of 3 (1 industry, 1 union and independent Chair)
- Appeals would be considered either by a larger group of 5 (excluding the panel members that sat on the first decision, but including the independent Chair) or just another group of 3 with 2 different panel members with the independent Chair

- Final decisions based on the Panel's recommendations need to be made by the relevant Director General of the procuring agency

I think we can work on getting together to sort these out regardless of what documents the others are willing to send on.

Kind regards

Priscilla Radice

CEO

Infrastructure Association of Queensland Inc

Read the latest iQ Magazine here.

[redacted]

Find out more about us - visit www.iaq.com.au

On Thu, 27 May 2021 at 16:58, Logan Timms <[redacted]> wrote:

Hi Priscilla,

It was great to meet with you to discuss the BPP reforms. Further to out discussion, would you be able to consult with your colleagues and legal and other advisors and maybe put the two or three key legal questions/issues that have been raised with you in terms of Fair Work Act or Building Construction Industry Payments Act and the implementation of BPP please? To ensure we are talking apples and apples, you are most welcome to forward your the draft documentation including PQC questions that we have circulated for comment to any relevant person.

Then we can make arrangements and sit down and work them through in a meaningful way.

Kindest Regards

Logan

Logan Timms

Executive Director, Strategy – Strategy and Policy and Building Contract Management

Major Projects | Building Division

Department of Energy and Public Works

Queensland Government

[redacted]

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Thank you.

Queensland government procurement policy: best practice principles (BPPs)

Queensland's Best Practice Principles

The Queensland government's Procurement Policy (**QPP**) is an overarching policy for the procurement of goods and services by Queensland state government agencies. The most recent iteration of this policy, QPP 2021, commenced on 1 February 2021.

Sitting within the QPP, the Queensland government has published a series of interrelated policy statements and guidelines covering different aspects of procurement.

One of these guidelines is the Best Practice Principles (**BPPs**). The BPPs provide a set of criteria that tender respondents must address in responding to tenders for building projects to which the BPPs apply. All government agencies covered by the Queensland Procurement Policy must apply the BPPs to major projects of $100 million or more and to other projects below that threshold as declared by the Queensland government.

The BPPs are also supported by a document called the Best Practice Industry Conditions (**BPIC**) which may apply on a project-by-project basis. This document takes the form of a draft enterprise agreement and contains specific employment conditions.

Noting that the BPPs are broad policy objectives, how they are incorporated into building projects can differ on a case by case basis. Below, the ABCC examines how the BPPs apply on the Centenary Bridge Upgrade Project.

Centenary Bridge Upgrade Project

The Centenary Bridge Upgrade Project is a $244 million Brisbane based road and bridge project, partly funded by both the Commonwealth government and the Queensland government.

On 7 May 2021, the Queensland government released the tender package for that project to pre-qualified tenderers. This is the most recent project to which Queensland's BPPs will apply.

The tender package for this project includes an iteration of the BPIC, called the '*Best Practice Industry Conditions for Transport Civil Construction Projects*' or '***Transport BPIC***'. It also includes a document titled "Expression of Interest Centenary Bridge Upgrade Project" (**EOI**). Tenderers who respond to the EOI are required to complete a form (EOA Schedule 4) in which they agree to apply the Queensland Government's Code of Practice for the Building and Construction

Industry to any project to which it applies, regardless of whether or not their tender for the Centenary Bridge Project is successful.

The ABCC has assessed the tender package and does not consider that the package or the Transport BPIC breach the law or the *Code for the Tendering and Procurement of Building Work 2016* (**Code**). That is, the mere promulgation of these documents is not unlawful. However, contractors should be wary of the legal risks they face in tendering for projects to which the BPPs, in their current form, apply.

Centenary Bridge Procurement Documents

The Queensland government's procurement for the Centenary Bridge Upgrade Project will be undertaken in two stages. At Stage One, applicants will be shortlisted against "non-price selection criteria". The shortlisted applicants will then be invited to progress to an RFT as Stage Two of the process. Stage Two involves both non-price selection criteria and price-based selection criteria.

The tender package describes a series of Key Result Areas (**KRAs**) that comprise the non-price selection criteria. The KRAs expound upon the Queensland Government's policy objectives. Tender applicants are required to address how they will meet the KRAs through a series of selection criteria questions.

Of concern, KRA one provides that tender respondents should address the Queensland government on how it will ensure that the wages and entitlements set out in the BPICs will be implemented on the project by the tender respondent. KRA one is set out as follows:

Best Practice Industry Conditions

The document titled - The Best Practice Industry Conditions for Transport Civil Construction Projects ("Transport BPIC") is applicable to this project and is relevant to the on-site works and personnel. The following information is also relevant to the BPIC:

1. *The Best Practice Principles in the Queensland Procurement Policy 2021 set an expectation that projects will implement best practice industrial relations to ensure a skilled workforce is attracted and retained for the life of a project's delivery.*
2. *The Transport BPIC is an expression of government policy to achieve these aims. Such terms and conditions promote best practice industrial relations by facilitating a detailed focus on all aspects of the employment relationship and achieving the goals of the project in a positive, collaborative and productive way. This includes facilitating the adoption of practices to support the implementation of the highest possible levels of health and safety practices, procedures and training.*
3. *The Transport BPIC is provided as guidance for Applicants.*
4. *The Applicant will be required to consider in its Stage 2 RFT, if shortlisted:*
    1. *How the Applicant intends to achieve the intent and outcomes of the Best Practice Industry Conditions on this Project*

2. *If appropriate, alternate ways to progress best practice industry relations on this Project; and*
3. *Outline how it will take the Transport BPIC into account when selecting and engaging Reputable Suppliers including sub-contractors on this Project.*

5. *Although the Transport BPIC is set out in the form of an agreement, Applicants are not required to enter into an agreement or require their subcontractors to enter into an agreement. An enterprise agreement with the named employee organisations is not a mandatory requirement. Applicants are able to demonstrate the intent and outcomes of the Transport BPIC in any manner the Applicant chooses to nominate.*
6. *Where a particular supplier of training or superannuation is referred to in the Transport BPIC, this entitlement or obligation relates to that supplier or any suitable equivalent which the Tenderer may choose to nominate.*
7. *Nothing in the Transport BPIC requires an Applicant to make any commitment that would breach any laws, for example the Building Code.*

Although this KRA sets out some appropriate caveats, such as "*Nothing in the Transport BPIC requires an Applicant to make any commitment that would breach any laws*", it also states that the Transport BPIC, which contains specific wages and entitlements, "*is applicable to this project and is relevant to the on-site works and personnel.*"

The Centenary Bridge procurement documents encourages tenderers to either adopt the terms in the BPIC or to propose ways in which the tenderer would provide terms and conditions of employment that met or exceeded the terms in the BPIC.

The BPPs, the Transport BPIC and the law

Provisions of the *Fair Work Act 2009* (**FW Act**) described below apply to any person. Provisions of the *Building and Construction Industry (Improving Productivity) Act 2016* (**BCIIP Act**) described below apply to "building industry participants". This term includes "building contractors" as well as any "person who enters into a contract with a building contractor under which the building contractor agrees to carry out building work or to arrange for building work to be carried out".

The FW Act and BCIIP Act provide that it is unlawful for a person:

- to coerce or apply undue pressure on another person to *make, vary or terminate* an enterprise agreement (section 54, BCIIP Act)
- to take action against a building employer because they are covered or not covered (or proposed to be covered/not covered) by a Commonwealth industrial instrument (section 55, BCIIP Act)
- to take adverse action against another person because they have a workplace right or seek to exercise a workplace right (section 340, FW Act)
- to threaten, organise or take action with intent to coerce the other person to exercise, or not exercise a workplace right, or exercise the workplace right in a particular way (section 343, FW Act)

- (if an employer) to exert undue influence or undue pressure on an employee in relation to a decision by the employee to agree to or to terminate, an individual flexibility arrangement (s 344, FW Act)
- (if an employer) to induce an employee to become, not become, remain or cease to be an offer or member of an industrial association (including a union) (section 350, FW Act) and
- to discriminate against an employer because they are covered or not covered by a particular type of workplace instrument or an enterprise agreement that does not cover an employee organisation (section 354, FW Act).

The Centenary Bridge procurement documents encourage tenderers to either adopt the terms in the BPIC or to propose ways in which the tenderer would provide terms and conditions of employment that met or exceeded the terms in the BPIC. These documents, on their own, do not constitute 'coercion' or 'undue influence' because this encouragement does not effectively negate the choice of tenderers to make, vary or terminate any industrial agreements.

It would be unlawful for:

- any person to coerce or apply undue influence on a tender respondent to, for example, make a new enterprise agreement or vary an existing enterprise agreement, in such a way that it actually negates choices or attempts to, or imposes undue influence on a person to do so;
- any person to discriminate or take other adverse action against a tender respondent, because they do not have an enterprise agreement or do not have an enterprise agreement in the same terms as the Transport BPIC;
- an employer to place undue pressure on an employee who has an individual flexibility arrangement to terminate that arrangement because it was not consistent with the Transport BPIC and/or to enter into a new arrangement which was consistent with the Transport BPIC; or
- an employer to offer to pay an employee an additional sum of money (including to a fund such as a redundancy fund or a training fund) if (and only if) they become a member of a particular union and/or disclose to the employer that they are a member of a particular union.

Cascading Requirements

The Centenary Bridge Upgrade Project also asks tenderers to demonstrate how they will engage 'Reputable Suppliers'. 'Reputable Suppliers' are defined in the package by as suppliers who are preferred by TMR due to certain "Reputable Attributes: including (among other criteria):

'a commitment to using best endeavours to engage subcontractors who provide terms and conditions of employment, including specific pay rates, for its personnel who will perform work under the Contract, which are equivalent to the Transport BPIC'.

This passage infers that tender applicants that are able to demonstrate how they will engage subcontractors that will pay wages and entitlements at or above the rates

described in the Transport BPIC, or who are otherwise "preferred" by TMR will be preferred over those applicants who do not.

As described above, it would be unlawful for a contractor to "threaten, organise or take action with intent to coerce the other person to exercise, or not exercise a workplace right, or exercise the workplace right in a particular way" (section 343, FW Act).

This would prevent the successful tenderer from imposing contractual or other *requirements* on subcontractors or tender respondents to alter their registered enterprise agreement or provide for conditions in accordance with the Transport BPIC. Similarly it would be unlawful for the Queensland Government to be involved in such conduct (section 550, FW Act).

It would also be unlawful for the successful tenderer to discriminate against an employer because their employees are covered or not covered (or it is proposed that their employees will, or will not, be covered) by a particular type of workplace instrument (section 354, FW Act). The preferred tenderer *cannot* refuse to engage a potential subcontractor on the basis of the terms and conditions it pays its workers under a lawfully made enterprise agreement or pursuant to a modern award.

In responding to the Centenary Bridge Upgrade tender, contractors cannot require subcontractors to exceed the terms and conditions of their lawful agreements. The Building Code also prohibits contractors from monitoring or auditing the enterprise agreements of its subcontractors (see s11(3)(k)/11(4) of the Code).

Role of the ABCC

The ABC Commissioner has statutory functions under section 16 of the *Building and Construction Industry (Improving Productivity) Act 2016*, which include:

1. monitoring and promoting appropriate standards of conduct by building industry participants, including by:
    1. monitoring and promoting compliance with this Act, designated building laws and the Building Code by building industry participants; investigating suspected contraventions, by building industry participants, of this Act, designated building laws or the Building Code;
2. ensuring building employers and building contractors comply with their obligations under this Act, designated building laws and the Building Code;
3. providing assistance and advice to building industry participants regarding their rights and obligations under this Act, designated building laws and the Building Code; and
4. disseminating information about this Act, designated building laws and the Building Code, and about other matters affecting building industry participants, including disseminating information by facilitating ongoing discussions with building industry participants.

The information set out above has been prepared by the ABCC to address issues, questions and concerns raised by a significant number of building industry

participants in Queensland about the application of Queensland's Best Practice Principles and in particular how they intersect with the Building Code 2016.

Contact us

We encourage stakeholders to contact the ABCC with any other questions or concerns they have regarding their obligations under FW Act, BCIIP Act or the Code. We thank you for your continued engagement on this issue.

You can also find more information on our website at [redacted] or by contacting the ABCC hotline on [redacted].

Queensland government procurement policy: best practice principles (BPPs) | ABCC

The Australian Industry Group
[redacted]
ABN 76 369 958 788

AiG-20C010

10 July 2020

Hon. Annastacia Palaszczuk
Premier and Minister for Trade
[redacted]

Via email: the [redacted]

Dear Premier,

On behalf of our collective memberships, we write to express our ongoing concerns with Queensland Government procurement policies and practices and to offer our commitment in working with you to develop meaningful policy that positively impacts on Queensland businesses, regions and jobs.

The COVID 19 pandemic has had a devastating effect on our economy and our communities and further change that has a negative impact on business, regions and jobs would be challenging and unwelcome. There is no more important time for industry, unions and government to work together.

With this in mind we request the following immediate action:

Stop the progression of the Best Practice Principles and the Ethical Supply Mandate and urgently consider the immediate removal from the construction sector.

There has been no comprehensive assessment of the effectiveness of both policies, in particular the financial impact on both business and the Government. No evidence has been provided to support their implementation, even though this was a commitment when the policies were originally outlined to industry.

The review that was undertaken of the Best Practice Principles (including the application of Minimum Conditions) and consideration of the rollout of the Ethical Supply Mandate did not provide any evidence to support a broader expansion and was limited in its consultation. In our collective view it fell well short of our expectations.

These policies were introduced with minimal consultation and in the limited time provided industry rallied to provide comprehensive feedback which has largely remained unaddressed.

The Australian Industry Group
[redacted]
ABN 76 369 958 788

We wish to note that we support the intent of the policies, however its implementation is misaligned and is already leading to unintended consequences that affect business and impact negatively on workers.

Furthermore, for these policies to be ratified without this transparency and while the Australian Government are committed to Industrial Relations reform is inconsistent with the "unite and recover" policy of the Queensland Government.

We are keen to ensure that Cabinet understands the concerns that our members have with these policies before a decision is made to continue or expand them.

We request an immediate review that provides the evidence and data to support the Government's commitment to these policies and that outlines the benefits, including financial to businesses, regions and the Government.

As a collective we are also committed to being involved in further discussion with regards to broader procurement policy and its implementation. COVID 19 presents us with the opportunity to review procurement practices ensuring that they do not stifle innovation, increase cost to do business or block fair access. We suggest that the Queensland Industry Recovery Alliance (QIRA) be the vehicle for this to occur.

We would welcome a meeting to discuss this with you further and look forward to hearing from you on this matter. Please contact Rebecca Andrews, State Head – Queensland, Ai Group on [redacted] or email [redacted]

Yours Sincerely,

Rebecca Andrews
Ai Group

Priscilla Radice
Infrastructure Assn Qld

Stephen Tait
CCIQ

Paul Bidwell
Master Builders Assn

Damian Long
Civil Contractors Federation

cc. Hon Cameron Dick, Treasurer and Minister for Infrastructure and Planning
Hon Michael De Brenni, Minister for Housing and Public Works and Minister for Sport

0228

Queensland Government

Office of the
Premier of Queensland
Minister for Trade

For reply please quote: *ECP/MI – TF/20/15270 – DOC/20/146126*
Your reference: *AiG-20C010*

[redacted]
Website www.thepremier.qld.gov.au

24 August 2020

Ms Rebecca Andrews
State Head – Queensland
Ai Group
[redacted]

Dear Ms Andrews

Thank you for your letter of 10 July 2020, co-signed by Ms Priscilla Radice, Infrastructure Association of Queensland, Mr Stephen Tait, Chamber of Commerce & Industry Queensland, Mr Paul Bidwell, Master Builders Queensland, and Mr Damian Long, Civil Contractors Federation, regarding concerns with the Queensland Government's procurement policies and practices. I have been requested to reply to you on behalf of the Premier and Minister for Trade.

The Government recognises that the coronavirus (COVID-19) outbreak has created unprecedented challenges and uncertainty for many Queenslanders and businesses. That is why the Government released its Queensland Economic Recovery Strategy: *Unite and Recover for Queensland Jobs* (the Strategy) to kick-start the State's economy and set a clear objective of backing Queensland jobs. The Government recognises and appreciates your assistance through the Queensland Industry Recovery Alliance in supporting the development of this Strategy.

Your concerns regarding the Government's procurement policies and practices, including Best Practice Principles and the Ethical Supplier Mandate, are noted. The Government's *Buy Queensland* approach to procurement, which includes the Queensland Procurement Policy, is aimed at putting Queensland jobs first by leveraging government expenditure to:

- prioritise Queensland businesses
- support local jobs in regional Queensland
- achieve more positive outcomes on behalf of taxpayers.

The Government remains committed to delivering the *Buy Queensland* approach and looks forward to continued work with you and partner organisations to support delivery of its key outcomes as well as the road out of the COVID-19 pandemic.

Again, thank you for writing to the Premier on this important matter.

Yours sincerely

[redacted]

DENISE SPINKS
DEPUTY CHIEF OF STAFF

DCL-12

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Best Practice Industry Conditions for Department of Transport and Main Roads Civil Construction Projects.

Draft for Consultation

December 2020

Queensland Government

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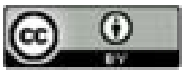

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Best Practice Industry Conditions for Department of Transport and Main Roads Civil Construction Projects.

The Department of Transport and Main Roads is committed to ensuring Queensland's economic wellbeing, contributing to improving people's quality of life and a sustainable environment, through appropriate transport choices and fair access to Queensland's transport system.

By using procurement to support local jobs and businesses and drive economic, environmental and social outcomes, the Department of Transport and Main Roads applies Government's Best Practice Principles (BPP) to major civil construction projects in Queensland.

The application of these BPP's is designed to ensure quality, safe workplaces through establishing the highest possible standards of workplace health and safety, engagement of an appropriate numbers of trainees and apprentices, and best practice industrial relations outcomes.

The Best Practice Principles with respect to quality, safe workplaces are;

1. Best Practice Workplace Health and Safety, Systems and Standards;
2. Best Practice Commitment to Apprentices and Trainees;
3. Best Practice Industrial Relations;
4. History of compliance with procurement, tendering and other government policy.

KPMG has been engaged to conduct a thorough analysis of Civil Construction Industry Enterprise Agreements. While few union agreements were identified, a representative sample of agreements were assessed. The analysis assessed a cross-section of employment conditions that provide a benchmark to identify minimum employment conditions, which are set out in this document.

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Best Practice Industry Conditions

A.1 – Quality Employment

A.2 – Classifications, Wages Schedule and Allowances

A.3 - Impairment Policy

B.1 – Workplace Health and Safety

Click on link to view Section, click heading of Section to return to contents

Section A.1 – Quality Employment

1. Title

1.1. This Document is known as the Best Practice Industry Conditions for Department of Transport and Main Roads Civil Construction Projects

2. Application of Document

2.1. This Document applies to:

(a) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union Queensland (AMWU); and

(b) The Australian Workers' Union (AWU); and

(c) The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, the Plumbing Division Queensland (CEPU); and

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

(e) The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Electrical Trades Union (ETU); and

(f) All Employees of the Employer engaged in civil construction work and for whom classifications and rates of pay are provided by this Document.

Collectively known as Parties.

2.2. This Document only applies to work done in Queensland.

2.3. Civil construction work shall include (but are not restricted) to the construction, alternation, installation and maintenance of:

- Roads and bridges
- Railway civil works
- Earthworks and land clearing
- Civil engineering infrastructure projects
- Marine works

3. Parties Bound and Covered

3.1. This Document is legally binding upon and covers all the parties nominated in clause 2.1.

DRAFT

4. Relationship to Awards, Document and Other Documents

4.1. The following instruments are incorporated into this Document:

(a) *Building and Construction General On-site Award 2010;*

(b) *Mobile Crane Hiring Award 2010;*

(c) *Electrical, Electronic and Communications Award 2010;*

(d) *Plumbing and Fire Sprinklers Award 2010;*

(e) *Asphalt Industry Award 2020;*

(f) *Concrete Products Award 2020;*

(g) *Premixed concrete Award 2020;*

(h) *Professional Employees Award 2020;*

(i) *Rail Industry Award 2020; and*

(j) *Surveying Award 2020*

(k) *QIRC Order (No. B585 of 2003) Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government entities) 2003 as it was immediately prior to its rescission;*

5. Definitions

5.1. The following definitions shall apply to this Document:

ACIRT means the Australian Construction Industry Redundancy Trust (ABN 39 062 330 170).

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

Australian Super is the nominated superannuation fund for the AMWU.

Award means the industrial instruments as outlined in clause 4.1 of this document.

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.

Best Practice Principles means the State of Queensland's Best practice principles: Quality, safe workplaces policy document, as amended from time to time.

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.

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Casual Employee means an Employee employed on an occasional basis and whose work pattern is not regular or systematic.

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

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

CIRT means The Contracting Industry Redundancy Trust (ABN 49 011 050 329).

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

Competency Based Training means a method of training based on occupational skills standards which are set out in units of competency within training packages and accredited courses.

Consultative Committee means a representative group who meet regularly for the purpose of reviewing work related issues.

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 six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

Day Work means work commencing between 6.00 am and 10.00am, Monday to Friday.

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

Employee means an employee of the Employer.

Employer means the company that employs workers who are engaged in civil construction works within the State of Queensland for which classifications are prescribed by this Document.

Energy Super means Electricity Supply Industry Superannuation (Qld) Ltd (ABN 30 069 634 439, AFSL 336567).

HSR means Health and Safety Representative elected to represent workers on health and safety and matters have responsibilities under the WHS Act.

JetCo means the Joint Electrical Training Council, which is CRITs associated training fund.

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

Local Employee means an Employee whose normal residential home base is within reasonable travel distance to the applicable work site each day.

National Training Package means endorsed collections of reference materials that define the national standards and qualifications for recognising and assessing people's skills in specific vocations.

NES means the National Employment Standards prescribed by the *Fair Work Act 2009 (Cth).*

Non-Local Employee means an Employee who cannot reasonably travel to the applicable work site from their normal residential home base each day.

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

FWC means the Fair Work Commission.

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

Overtime means any time worked in excess of or outside of the ordinary working hours as prescribed in Clause 13 of this Document.

Person Conducting a Business or Undertaking (PCBU) means a business or an undertaking that is either conducted alone or with others, whether or not for profit or gain.

Protect is the nominated redundancy fund for the AMWU.

QIRC means Queensland Industrial Relations Commission.

QLD Workers' Compensation means a type of insurance through WorkCover Queensland that can pay the wages and medical costs of employees who have been injured in the performance of their duties.

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

RDO means rostered day off.

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.

Tradesman means an employee who possesses as a minimum qualification a trade certificate.

Traditional Owners means an indigenous person who is a member of a local descent group having certain rights and responsibilities in relation to a tract of land or area of sea.

Union Delegate means an Employee elected by Union members and a member of an employee organisation entitled to represent the industrial interests of employees employed by the Employer as required. All parties to this Document shall be notified as soon as practicable after the election of a Union Delegate.

Union Representative means a member of an employee organisation entitled to represent the industrial interests of employees.

Union means the;

- *AMWU;*
- *AWU;*
- *CEPU;*
- *CFMEU; and*
- *ETU.*

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Verification of Competency (VOC) means an assessment of an employee's knowledge and skills to assist in deeming staff competent to perform a task or operate plant and/or equipment.

Wage Guard is the nominated income protection insurance provider for the AMWU.

Wage Rate means the Employee's ordinary hourly rate of pay as set out in Section A.2 of this Document.

Welcome to Country means a ceremony that is performed by indigenous Traditional Owners for people visiting their Country.

Wet Bulb Globe Temperature Index means the measure of the heat stress in direct sunlight, which takes into account temperature, humidity, wind speed, sun angle and cloud cover.

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

WHS Committee means a group of workers that have been nominated to develop and review health and safety policies and procedures for the workplace.

WHS Representative means Health and Safety Representative elected to represent workers on health and safety and matters have responsibilities under the WHS Act.

Workplace Impairment Policy and Procedures means the Workplace Impairment Policy and Procedures as set out in Section B.1 – Impairment Policy.

6. Individual Flexibility Agreements

6.1. 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.

6.2. 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. time between which ordinary hours are worked;

ii. salary sacrifice agreements;

iii. reduction in ordinary hours;

iv. increase in annual leave accrual each year;

v. increase in rate of accrual of Rostered days off;

vi. increase in wages;

vii. increase in training leave (Union or otherwise);

(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.

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6.3. 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.

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

7. Inclusion

First Nations People

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

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

7.3. A 'Welcome to Country' ceremony will be arranged with the Traditional Owners when the number of workers undertaking work on the project reach 50, as part of the Employers commitment to the principles of social, restorative justice and cultural affirmation. The Employer will also implement policies that ensure:

(a) access to annual leave for participation in cultural and ceremonial activities;

(b) skill and career development opportunities for ATSI Employees; and

(c) the development of retention and promotion for ATSI Employees.

Women in the Industry

Parties respect equal employment opportunity and it is recognised the demographic of the construction industry could be more diverse. To that end, the Parties support the promotion of women into the industry and shall discuss means to achieve this objective including ways to encourage and assist women to seek and maintain employment in the construction industry.

8. Consultation

8.1. Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the term of the Contract.

8.2. Consultative Committees may be set up for this purpose.

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8.3. If the Employer has made a decision to introduce a major workplace change that is likely to have a Significant Effect on a number of Employees, the Employer must consult with 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; 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;

(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;

ii. information about what the Employer reasonably believes will be the effects of the change on the Employees; and

iii. information about any other matters that the Employer reasonably believes are likely to affect the Employees;

(c) invite the Employee(s) affected and any applicable representatives, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities), and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and/or their Union; and

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

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

9. Contract of Employment

9.1. 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 Document, or alternatively, access to the Document in electronic format at the discretion of the Employee.

9.2. 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.

9.3. 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 the applicable contribution funds. 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.

10. Casual Employment

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

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

10.3. Except on Saturdays and Sundays, on each occasion a casual Employee is required to attend work, the Casual 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 Section A.2 of this Document. 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 Section A.2, as applicable.

10.4. A casual Employee for working ordinary time shall be paid 125% of the hourly rate prescribed in Section A.2 for the Employee's classification.

10.5. A casual Employee required to work Overtime or weekend work shall be entitled to the relevant penalty rates prescribed in this Document:

(a) where the relevant penalty rate is time and a half, the Employee shall be paid 175% of the hourly rate 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 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 for the Employee's classification.

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

10.7. 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.

10.8. Casual Conversion

casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in excess of six-weeks, thereafter has the right to request in writing to have their contract of employment converted to permanent employment if the employment is to continue beyond the conversion process. The decision as to whether a regularly and systematically engaged casual employee is made permanent is a decision of the Employer.

10.9. A casual Employee, who has requested in writing to be converted to permanent employment pursuant to clause 10.8 whose request is refused by the Employer, is entitled to be paid 175% of the hourly rate prescribed in this Document for the Employee's classification.

11. Employment Security

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

11.2. The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this Document.

11.3. 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 in-so-far as it is practicable to do so.

11.4. If the Employer wishes to engage subcontractors or supplementary labour to perform work which is usually performed by its own Employee's under this Document, the Employer must consider any matters raised in consultation by potentially affected Employees before making any final decision to engage subcontractors or supplementary labour.

11.5. Following consultation and subject to this clause, the decision whether to engage subcontractors or supplementary labour is a decision of the Employer alone. Any dispute as to the application of this clause will be dealt with under the dispute's settlement procedure under this Document. The Employer will ensure that all subcontractors are bona fide contractors and engage their employees on lawful terms and conditions.

11.6. As soon as practicable after being awarded a contract upon request from the Union Delegate, the Employer shall inform the Union via its Union Delegate which subcontractors have been engaged for the project.

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12. Apprentices and Trainees

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

12.2. For clarification, in addition to the applicable rates of pay, Trainees are entitled to receive full daily travel, redundancy contributions, superannuation, welfare fund contributions and income protection fund contributions and any other entitlements in accordance with this document. Such entitlements shall not be paid at rates applicable to Apprentices. Payments will be made into funds nominated in the definitions clause of this document.

12.3. 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*.

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

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

12.6. 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.

12.7. 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.

12.8. Where an Apprentice has entered a Competency Based Training document, 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 12.6 and clause 12.7 above.

12.9. 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 endeavour

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to maintain at least one apprentice to every seven (7) tradespeople; and

(c) 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.

13. Hours of Work

13.1. Ordinary hours

Except as provided elsewhere in this Document, 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 7.00am. All time worked outside these hours shall be by consultation with the affected employees concerned and paid at overtime rates.

13.2. Start and finish times

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

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

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

13.3. Overtime

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

13.4. 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.

13.5. RDO and Weekend Work

(a) The provisions of this Document relating to RDOs will apply to work conducted under this clause.

(b) Where ordinary hours are worked on a Saturday the Employees will be paid at the rate of time and a half for the first two hours and double time thereafter; and

(c) Where the ordinary hours are worked on a Sunday the employees will be paid at the rate of double time for all hours worked (unless a higher rate is provided in accordance with this Document, for example a public holiday or during Christmas shutdown).

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14. Shift Work

14.1. Shift work is a necessary feature of the Employer's operation and employees may be required to work shift work in accordance with operational needs. Shift work meaning ordinary hours worked outside or partly outside of the ordinary span of hours of at least 5 consecutive shifts may be worked to suit the operational requirements. The requirement to work shift work will only occur after consultation with the appropriate employees.

14.2. For the purposes of this clause:

(a) Afternoon shift means a shift starting at or after 10.00am and before 8.00pm;

(b) Night shift means a shift starting at or after 8.00pm and before 6.00am; and

(c) Day work (i.e. work commencing between 6.00am and 10.00am) is not shift work.

14.3 Shift Workers will be paid the following rates for Ordinary Hours Worked:

(a) Afternoon Shift- Wage Rate plus 15% of the Wage Rate; and

(b) Night Shift - Wage Rate plus 30% of the Wage Rate.

14.4 Shift loading shall not apply to shift work performed on a Saturday or Sunday.

14.5 Where an Employee works shifts for less than five successive days, double the Wage Rate will be payable in lieu of the applicable shift loading.

14.6 All time worked by a shiftworker in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes), or on a shift other than a rostered shift, must be paid for at the rate of double time. Provided that this will not apply when the overtime is worked by arrangements between the employees themselves or for the purpose of effecting the customary rotation of shifts.

15. Overtime

All time worked in excess of the ordinary hours, shall be paid at time and a half for the first two hours and double time thereafter (provided that a higher penalty elsewhere in this Document does not apply).

16. Wages

The wage rates for each classification are as prescribed in Section A.2. The rates compensate for all special skills and/or disabilities and/or special rates, associated with the industry of the Employer prescribed in the Award, except as provided in this Document (rates are given per hour for ordinary hours of work).

17. Classifications

The classification structure set out in Section A.2 is intended to be a complete statement of all Employee classifications for whom this Document applies.

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18. Allowances

19. 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 travel allowance shall be paid at the rates provided in Section A.2.

Apprentices shall receive the following percentage of the amount detailed in Section A.2:

i. 1st Stage – 75%;

ii. 2nd Stage – 85%;

iii. 3rd Stage – 90%; and

iv. 4th Stage – 95%

19.2 Leading Hand Allowance

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. Leading Hand allowance shall be paid at the rates provided in Section A.2.

19.3 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. Power tools allowance shall be paid at the rates provided in Section A.2.

19.4 Tradesperson Allowance

An Employee engaged as a Tradesperson (as defined in Section A.2 of this Document, who possesses as a minimum qualification a trade certificate will receive an allowance. This allowance will be classified as all-purpose and is inclusive of a tool allowance. The tradesperson allowance shall be paid at the rates provided in Section A.2.

19.5 Electrician Licence Allowance

(a) Where an Employee is engaged and is working as an Electrical Tradesperson (as defined in Section A.2 of this Document), and where the Employee is required to hold an appropriate electrician's license, the Employee will receive an allowance. The Electrician Licence allowance shall be paid at the rates provided in Section A.2.

(b) For the purpose of this allowance, an appropriate Electrician's License will be a QLD Electrician's License, or authorised license recognition from the QLD Department of Fair Trading.

19.6 Qualified Technical Person Allowance

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(a) Any Electrical Mechanic who holds the qualifications eligible to be granted an Electrical Contractors' Licence, may be named as a QTP to an electrical contracting company.

(b) The QTP who is required to fulfil the role of endorsee to the electrical contracting company and sign the appropriate paperwork, will be paid the weekly all-purpose allowance, detailed in Section A.2.

(c) The Employer will support the QTP in meeting their obligations under the *Electrical Safety Act.*

(d) The QTP's role will include but not be limited to:

i. Investigations of any near miss or incident involving electricity.

ii. Conduct random inspections of tradesman's work and oversee new tradesman work when they begin.

iii. Be involved with review and implementation of new testing and commissioning procedures and any other procedure that involves electricity.

iv. Setting up safe systems of work.

19.7 Welding Allowances

(a) Mechanical tradespersons required to perform welding work that is tested shall be paid the allowances detailed in Section A.2. The allowances shall be paid for all purposes.

(b) Welder tested: A person who, because of the requirements of the employer, has met and remains capable of meeting a practical test, e.g. the relevant regulatory requirements for AS 1554SP.

(c) Welder Special Class: A person who has passed the tests required either prior to or after commencing employment, to weld to the satisfaction of the relevant regulatory authority to the requirements of the relevant Certificates 1-9 AS 1796, or welding standards of equivalent or greater testing integrity and who is engaged on work requiring such qualification; or qualified to the relevant regulatory standard and is required to perform pressure vessel welding or pipe welding.

(d) Welder Special Class – Exotic Materials: A person who has passed the tests required by the employer, and remains so qualified, and is engaged on work requiring such qualification in relation to welding either alloy pipework to ASME-B31 standard, or pressure vessels and tanks to the relevant standards, in relation to the following materials:

i. Stainless Steel (304, 310, 316 and 904 grade)

ii. Aluminium

iii. Chrome Molybdenum

iv. Nine per cent (9%) Ni Steel

v. A333 Grade 6

(e) Testing for the work associated with these allowances may be required prior to employment and during employment, to ensure that qualifications are relevant and up to date.

19.8 Certificate Allowance

(a) An employee who is the holder of a scaffolding certificate or rigging certificate issued by the appropriate certifying authority and is required to act on that certificate whilst engaged on work requiring a certificated person is entitled to a certificate allowance. This allowance shall be paid the allowances detailed in Section

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A.2.

19.9 Living Away from Home Allowance

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

(b) Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.

(c) Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.

(d) Where an Employee is engaged on distant work, the Employer will pay the Employee, in addition to all other entitlements, a daily allowance as provided.

(e) Employees rostered for distant work must be notified in writing by the Employer. The Employer will endeavour to ensure that no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work.

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

i. any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

ii. the Employee's personal circumstances including any family responsibilities;

iii. the needs of the workplace or enterprise;

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

v. any other relevant matter.

(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.

(h) The living away from home allowance (per night) shall be paid at the rates provided in Section A.2.

19.10 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 - $ 4.34.
- From 1/7/2021 - $ 4.51.
- From 1/7/2022 - $ 4.69.

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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 - $ 8.34.
- From 1/7/2021 - $ 8.67.
- From 1/7/2022 - $ 9.02.

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 - $ 12.82.
- From 1/7/2021 - $ 13.33.
- From 1/7/2022 - $ 13.86.

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 - $ 16.94.
- From 1/7/2021 - $ 17.62.
- From 1/7/2022 - $ 18.32.

20. Superannuation

20.1 The Employer shall pay superannuation in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) as amended from time to time, but shall be no less than 9.5% of ordinary time earnings into an eligible fund as defined in this Document.

20.2 The Employer shall pay superannuation in accordance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)* as amended from time to time. Superannuation for employees must be paid in accordance with the provisions of this clause. Contributions shall be no less than the amounts prescribed, except where the superannuation guarantee levy contribution rate set by Commonwealth legislation exceeds the rate set out below.

The Employer will contribute on behalf of each Employee the following amount of ordinary time earnings:

(a) 9.5% - effective first full pay period July 2020;

(b) 10% - effective first full pay period July 2021;

(c) 10.5% - effective first full pay period July 2022; and

(d) 11% - effective first full pay period July 2023.

21. Rostered Day Off

21.1 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).

21.2 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 accordance with the building industry calendar published annually. Of these RDO`s 13 will be designated as Industry RDO`s, the other 13 will be designated as Project RDO`s, as per the industry calendar. The purpose of this calendar is to ensure workers and site management manage their fatigue

levels, thereby encouraging safer and more productive projects.

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

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

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

21.4 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.

21.5 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 Section A.2, or other chosen representative/s in writing (or email) prior to the RDO that work will be performed.

21.6 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.

21.7 An Employee may refuse to work a 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; and

d) payment for working a scheduled RDO shall be at Saturday rates of pay, in accordance with the award in addition to the loadings listed above, employees will be provided a day in lieu for each RDO that they are required to work. Up to five (5) RDOs may be accrued under normal industry flexibilities. Accrued RDOs will be taken in the calendar year they were due or be transferred to the employee's annual leave bank in the last pay period of the calendar year provided sufficient RDO hours are retained to cover the scheduled RDOs for January of the following year.

22. Hot Weather Guidelines

22.1 Under this Document when air temperature reaches

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a) 35°C; or

b) 28°C and 75% humidity or more, after three hours from commencement of the shift in South East Queensland it shall constitute inclement weather (Extreme Hot Weather).

This definition will be subject to review in other regions. This clause 22 must be incorporated in the Employer's OHS Procedures for all applicable projects.

22.2 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 22.6 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.

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

a) rescheduling work so the hot tasks are performed during the cooler part of the day;

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

c) where possible, arranging for more workers to do the job;

d) providing extra rest breaks in a cool area;

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

f) increasing air movement by fans or coolers;

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

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

22.4 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 22.8 below.

b) where the temperature is 28°C and 75% humidity or more after three hours from the commencement of a shift, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 22.5 below.

22.5 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.

22.6 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.

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23. Termination

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

23.2 Performance/General Misconduct

In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following 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 Document.

23.3 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.

b) 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.

23.4 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.

23.5 Step 3 – Dismissal

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.

23.6 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.

23.7 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

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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.

23.8 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.

23.9 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 will be immediately advised of the initiation of the consultation period and shall remain on the job during the consultation process. If the Employer fails to comply with any of these requirements, the notice period that the Employer must give to the affected Employee shall be increased to four weeks.

24. Redundancy

24.1 The Employer will 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 (as defined in this Document) an amount equal to the following:

a) $73.00 per Employee effective first pay period January 2020;

b) $77.00 per Employee effective first pay period January 2021; and

c) $81.00 per Employee effective first pay period January 2022.

24.2 In the case of contributions made to employees who have either a CERT or BERT redundancy account, the Employer must also contribute the amounts prescribed below. In the case of CFMEU Members the payment is to be made to BEWT and in the case of ETU Members payment is to be made to JetCo an amount equal to the following:

a) $10.00 per Employee effective first pay period January 2020;

b) $10.00 per Employee effective first pay period January 2021; and

c) $10.00 per Employee effective first pay period January 2022.

24.3 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%; and

d) 4th stage – 90%.

24.4 Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave, 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.

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24.5 Where the Employee's balance in the Employee's Redundancy fund reaches $15,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund. It is the Employee's option only. Where an Employee exercises (or has exercised) this option, his or her Redundancy entitlement will be deemed met for all current and future entitlements arising from the current employment engagement.

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

JETCO

JetCo Inc's purpose is to advance the electrical trades sector through enabling innovative, needs based, leading edge solutions to training, industry leadership development, workplace health and safety, and employee engagement particularly by enabling future orientated skills and competencies development. JetCo Inc's core business objectives are:

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

The Employer agrees to support JetCo Inc by contributing for each Employee, including casuals, apprentices and trainees, who is paid in accordance with this Document under the classifications set out in this Section A.2, the weekly amount of $10.00 per week.

To avoid all doubt, this amount is paid in addition to ALL PAYMENTS set out in Section A.2.

Contributions will continue to be paid on behalf of an employee during any period of authorised leave.

25. Annual Leave

25.6 A full time Employee is entitled to annual leave at the rate of four (4) weeks at the ordinary wage rate for each year of continuous service as consistent with the FW Act. The period of annual leave shall be exclusive of any public holiday that may occur during that period. Part-time Employees are entitled to a pro rata amount of annual leave in accordance with the National Employment Standards (NES).

Notwithstanding the above, an employee defined as a shift worker for the purposes of the NES will be entitled to an additional week of annual leave as provided for in the NES. A shift worker shall mean an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

25.7 In addition to paid annual leave, the Employee will receive an annual leave loading of 17.5%, calculated at the Employee's ordinary rate of pay, exclusive of allowances.

25.8 Annual leave accrues on a weekly basis and accumulated annual leave hours will be credited to an Employee upon the completion of each one (1) week period of service with the Employer.

25.9 The Employer may direct an Employee to take accrued leave.

25.10 Unused annual leave carries forward each year.

25.11 It is recommended that Employees provide at least four weeks' notice of their intention to take annual leave and must ensure that their request for leave has been approved prior to the leave being taken. Annual leave must be taken at a time mutually agreed between the parties and in accordance with operational requirements.

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25.12 The Employer may direct Employees to take accrued annual leave during the holiday shutdown period. If an employee does not have sufficient accrued leave for the period of the shutdown, then the employee may be required to take leave without pay for the balance of the shutdown period for which leave is not accrued. The shutdown period is generally seven (7) days but the precise number of days will be agreed and communicate to Employees at least one month prior to the shutdown period.

25.13 At the written agreement between the Employer and Employee, annual leave may be taken as a payment in lieu of leave subject to the following;

a) balance of four (4) weeks leave must be maintained; and

b) the payment in lieu will be equal to the pay for that period of time as prescribed in subclause 25.9.

25.14 Cashed out annual leave will be paid at the Employee's ordinary rate of pay plus 17.5% annual leave loading, exclusive of allowances.

25.15 Casual Employees do not accrue any annual leave.

26. Long Service Leave

26.1 All Employees covered by this Document 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 Document.

27. Toolbox Meetings

27.1 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, Document 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.

28. Other Leave

28.1 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) Bereavement leave.

28.2 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;

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b) 12 days at the beginning of the Employees second and each subsequent year will commence on the anniversary of engagement; and

c) All unused personal leave is cumulative.

28.3 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.

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

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

29. Family Violence Leave

29.1 For the purposes of this clause, family violence is behaviour by a person towards a family member of that person if that behaviour:

(a) is physically or sexually abusive;

(b) Is emotionally or psychologically abusive;

(c) is economically abusive;

(d) is threatening;

(e) is coercive;

(f) 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

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

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

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

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

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

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

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

29.3 For the purposes of clauses 29.2(b) and 29.2(e), a relationship may be an intimate personal relationship whether or not it is sexual in nature.

29.4 Confidentiality

The Employer must take all reasonable measures to ensure personal information concerning an Employee's

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experience of family violence is kept confidential.

29.5 Leave

(a) An employee experiencing family violence will have access to 10 days per year of paid family violence leave paid at the Employee's minimum wage rate prescribed for their classification by this Document applicable to their classification to attend legal proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.

(b) Family violence leave is in addition to any other existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.

(c) The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.

(d) In addition, the Employer may require the Employee to produce evidence to support the need for family violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.

(e) For the avoidance of doubt, family violence leave does not cumulate from year to year and is not paid out on termination of employment.

For clarity, unpaid family and domestic violence leave is available in accordance with the Awards.

30. Union Representatives and Delegates

30.1 Where an Employee has been elected as a Union Delegate, 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 to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;

(c) the right to place information related to permitted matters in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws;

(d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;

(e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace;

(f) the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts;

(g) the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts;

(h) the right for reasonable time off to attend accredited union education;

(i) the right to take reasonable leave to work with the Union; and

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

31. Union Delegate Facilities

31.1 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 his/her functions in a professional and timely manner. The facilities shall include:

(a) a telephone;

(b) reimbursement for 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 (if available on site) use of e-mail, following consultation between the Union Delegate and Site Management; and

(g) a private lockable area.

32. Union Training Leave

32.1 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.

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

32.3 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.

32.4 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.

32.5 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

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grant leave when an eligible Union Delegate is otherwise entitled.

32.6 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 classification rate including, shift work loadings where relevant.

32.7 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.

32.8 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.

32.9 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.

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

33. Disputes Settlement Procedure

33.1 A major objective of this Document 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 Document or incidental to the operation of the Document should be dealt with as close to its source as possible. Disputes over matters arising from this Document (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.

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

33.3 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.

33.4 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.

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

33.6 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.

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

34. Time and Wages Records

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

(a) name of 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 amount paid at that rate;
(h) the overtime hourly rates and the amounts paid at that rate;
(i) the gross wages paid;
(j) the net wages paid;
(k) details of any deductions made from wages;
(l) details of all accrued entitlements such as RDOs, personal leave, annual leave etc.; and
(m) details of the Employer Superannuation contribution, including when the contribution was made and the amount details of the Employee contribution, including when contribution was made and the amount.

34.2 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 Superannuation Membership number;
(e) daily details of work including;

- Daily start time and finish time;
- Time lunch and crib breaks taken;
- Total ordinary hours worked and resulting wage;
- Total time and a half hours worked and resulting wage;
- Total double time hours worked and resulting wage;

(f) details of allowances paid;
(g) details and payment for RDOs, Personal and annual leave, public holidays;
(h) details of deductions;
(i) details of additions;
(j) total gross allowances paid per week and year to date;
(k) total gross wages paid per week and year to date;
(l) tax deducted from wages per week and year to date;
(m) net wages per week and year to date;
(n) RDO's, sick and annual leave accrued per week and year to date; and
(o) Superannuation and Redundancy contributions paid per week and year to date.

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35. Sham Contracting

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

35.2 The Employer recognises that the practice of sham contracting is unlawful and undermines the job security of the Employees covered by this Document. The Employer will ensure that sham contracting does not occur and agree that sham contracting is prohibited by this Document. The Employer will not enter 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.

35.3 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 Document.

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

35.5 Where in breach of this clause a sham contract was in place, such that that Contractor was in fact an Employee under this Document, 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 rate; plus

b) The site allowance (if applicable); plus

c) The multi-storey allowance (if applicable); plus

d) Contributions to the nominated Superannuation fund and redundancy contribution fund.

36. Security of Payments

36.1 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.

36.2 The Employer acknowledges its obligations under the *Building Industry Fairness (Security of Payment) Act 2017 (Qld)*.

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36.3 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.

36.4 The Employer will:

a) comply with all applicable laws and other requirements relating to the security of payments that are due to subcontractors;

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;

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.

36.5 The Employer will keep records demonstrating its compliance with clause 36.4 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 36.4 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).*

37. Salary Sacrifice Arrangements

37.1 Employees covered by this Document 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 Document.

38. Engagement of Non-Citizens or Non-Residents

38.1 In this clause the term temporary engagement of non-citizens or non-residents 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.

38.2 The Employer recognises that the engagement of temporary non-citizens or non-residents may undermine the job security of the Employees covered by this Document. The parties wish to limit the circumstances in which non-citizens or non-residents can be engaged so as to ensure the job security of the Employees covered by this Document.

38.3 The Employer will not engage temporary non-citizens or non-residents 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 non-citizens or non-residents will be engaged in accordance with this Document.

38.4 The Employer will, within 7 days of receiving a written request from an Employee provide evidence demonstrating its compliance with this clause 38 of this Document. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988 (Cth).*

38.5 Where an employer engages temporary non-citizens or non-residents 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.

39. Quality Building Materials

39.1 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.

39.2 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.

39.3 In order to maintain compliance with the Code, and in line with other regulatory requirements, the Employer will maintain records in accordance with relevant legislation.

39.4 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 39.3 above.

40. Compliance with this Document

40.1 Complaints, queries and concerns regarding entitlements paid in relation to the Award or this Document shall be raised and resolved in accordance with the disputes procedure in this Document. Authorised industrial personnel shall be provided access to time and wage records in accordance with all legal requirements. Authorised industrial

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inspectors or permit holders shall be provided access to time and wages records in accordance with the FW Act.

40.2 In addition to above, the Parties recognise their ongoing legal requirement to be compliant with Australian laws and regulations.

40.3 The Employer will conduct an audit using the Audit Form 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 Workers Compensation;*

iii. *Superannuation; and*

iv. *Long Service Leave.*

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

41. Positing of Documents and Notices

41.1 A true copy of this Document 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.

42. Severability

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

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Section A.2 –Classifications, Schedule of Wages and Allowances

Construction Worker/Labourer Classifications

The Civil Worker (CW) classifications will apply to Employee(s) performing work of the nature of Civil Construction who are engaged in the classifications set out below and are employed to perform the works set out in clause 2.3 of this Document.

Determination of Classification for individual Employees:

i. The appropriate classification level will be determined by the primary role in which a person is engaged to perform by the Employer, regardless of that person's level of skill.

ii. This means that the appropriate classification level for an individual will be determined on a task rather than skill basis.

iii. Individual classification levels will only change where the primary task for which the individual is engaged changes.

Classification	Definition
CW1	New Entrant (an entry level with less than 12 months experience) General Labourer Stores Assistant
CW2	Skilled General Labourer Earthworks Trim Grade Checker Heavy Plant Spotter Concrete Gang Concrete Float Hand Paving Stringliner Store-person Yardman Chainman
CW3	Elevated Work Platform Operator with Ticket Hoist Driver Concrete Finisher Form Worker Road Roller Operator under 12T Heavy Mobile Plant Operator (0-5T) Ticketed Dogman Steel fixer Ticketed Forklift Driver Ticketed Rigger/Scaffolder Telehandler (Up to 4.5T) Hiab Operator Shotcreter Shotcrete Crew Painter
CW4	Concrete Line Pump Operator Road Roller Operator 12T and over Concrete Finisher Concrete Paving Spreader Non-certified Tradesperson WHSO
CW5	Trade Qualified Tradesperson Crane Operator (5-20T) Operators of: Tractor up to but not exceeding 48kw (65bhp),

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	Skid Steer Excavator up to but not exceeding 48kw (65bhp), Dumper/Water Cart not exceeding 40T, Mobile Concrete Pump Boom, Forklift not exceeding 48kw, Shotcrete Placing Machine, Paver Gantry Crane Operator
CW6	Heavy Mobile Plant Operator (>20T-60T) Operators of: Tractor 48kw up to but not exceeding 370kw, Loader-Front End and Overhead from 48kw up to but not exceeding 370kw including:960, 966, 980, Dry Batch Plant, Pug Mill, Skid Steer Tractor from 48kw, Forklift from 48kw but not exceeding 220kw, Excavator not exceeding 3cubic metres, Dumper/Water Cart over 40T but not exceeding 100T, Dozer D8 without GPS, Compactor 825 without GPS, Graders 140,143,14,16 without GPS
CW7	Heavy Mobile Plant Operator (>60-100T) Operators of: Tractor from 370kw up to but not exceeding 450kw including Scraper 651/ Dozer DION, Trimmer, Excavator from 3 cubic metres, Loader-Front End and Overhead from 370kw up to but not exceeding 450kw, Wet batch Plant, Scraper 651, Compactor 825 with GPS, Graders 140,143,14,16 with GPS, Dozer D8 with GPS Tower Crane Operator
CW8	Heavy Mobile Plant Operator (>100T) Operators of: Tractor from 450kw including Dozer D11, D10-48kw, 475, Grader with Final Trim, Scraper 637

Construction Worker/Labourer Wage Rates

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
CW1 (85%)	$ 33.15	$ 34.14	$ 35.17	$ 36.22	$ 37.31
CW2 (90%)	$ 35.10	$ 36.15	$ 37.24	$ 38.36	$ 39.51
CW3 (92%)	$ 35.88	$ 36.96	$ 38.07	$ 39.21	$ 40.38
CW4 (96%)	$ 37.44	$ 38.56	$ 39.72	$ 40.91	$ 42.14
CW5 (100%)	$ 39.00	$ 40.17	$ 41.38	$ 42.62	$ 43.89
CW6 (105%)	$ 40.85	$ 42.08	$ 43.34	$ 44.64	$ 45.98
CW7 (110%)	$ 42.90	$ 44.19	$ 45.51	$ 46.88	$ 48.28
CW8 (115%)	$ 44.85	$ 46.20	$ 47.58	$ 49.01	$ 50.48

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Apprentice Wage Rates

Level	% of Base Trade Rate	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Stage 1	55%	$21.45	$22.09	$22.76	$23.44	$24.14
Stage 2	65%	$25.35	$26.11	$26.89	$27.70	$28.53
Stage 3	80%	$31.20	$32.14	$33.10	$34.09	$35.12
Stage 4	90%	$35.10	$36.15	$37.24	$38.35	$39.51

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Electrical Worker Classifications

1.1 G1 - Electrical Worker Grade 1

(1) An Electrical Worker Grade 1 is a labourer not otherwise provided for in this Document, who is doing labouring work and employed as such.

1.2 G2 - Electrical Worker Grade 2 - 85% of Base Rate

(1) An Electrical Worker Grade 2 is an employee who is engaged in assisting a tradesperson, provided that such assistance shall not include the work of a tradesperson and

(a) Without limiting the scope of the work, an employee may perform unskilled tasks as directed to the level of their training;

(b) is an employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.

1.3 G3 - Electrical Worker Grade 3

(1) An Electrical Worker Grade 3 is an employee who works under direction, may be required to perform the work of an Electrical Worker Grade 2 and

(a) without limiting the scope of the work the employee may perform the work described below to the level of their training:

(i) is engaged in store work; or

(ii) is qualified and required to drive or operate the employer's machinery, plant or equipment incidental to their primary task or functions, including truck attendants; or

(iii) inspects and tests fire alarm or security alarm equipment; or

(iv) under the supervision of a tradesperson or electronics serviceperson;

(1) installs radio, communications and related equipment including antenna; or

(2) installs fire alarm or security alarm equipment; or

(3) installs data and communication cabling.

(b) provided that this person shall not undertake tasks requiring the skills of a tradesperson.

(2) Included in this Grade is the work of:

(a) Electronic Equipment Tester/Installer Level 1; and

(b) Purchasing clerk.

1.4 G4 - Electrical Worker Grade 4

(1) An Electrical Worker Grade 4 is an employee who:

(a) has worked for not less than one year in the industry, or holds the equivalent experience, and, without limiting the scope of the work, and to the level of their training, is an employee who:

(i) performs scaffolding or rigging that is incidental to their primary task or functions (assisting a licensed electrical worker to perform electrical work); or

(ii) is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or

(iii) has worked for not less than one year as an Electrical Worker Grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson:

(1) installs radio, communications and related equipment including antenna; or

(2) installs fire alarm or security alarm equipment; or

(3) installs, terminates and tests data, and communication cabling

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(iv) Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical Worker and works without assistance and supervision.

(b) Provided that this person shall not undertake tasks requiring the skills of a tradesperson.

(2) Included in this grade is the work of:

(a) Purchasing Clerk/Storeperson;
(b) Electronic Equipment Tester/Installer Level 2; and
(c) Alarm security tester grade 2.

1.5 G5 - Electrical Worker Grade 5

(1) An Electrical Worker Grade 5 is employed to use the skills acquired through the training specified below and is an employee who;

(a) who holds a trade certificate or tradesperson's rights certificate in an electrical trade; or
(b) has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or
(c) has successfully completed an appropriate instrumentation trade course; or
(d) holds an appropriate electrical/refrigeration/air conditioning trade certificate; or
(e) has successfully completed an appropriate trade course in linework or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge.

(2) Included in this grade is the work of:

(a) Electrical Fitter;
(b) Electrical Fitter (Instrumentation and Process Control);
(c) Electrical Mechanic;
(d) Alarm Security Technician Grade 1;
(e) Alarm Security Tester Grade 3;
(f) Television/radio/electronic Serviceperson/mechanic Level 1;
(g) Instrument Tradesperson Level 1;
(h) Refrigeration/Air-Conditioning Tradesperson Level 1; and
(i) Linesperson/Cable Jointer Level 1.

1.6 G6 - Electrical Worker Grade 6

(1) An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition

(a) has successfully completed
(i) 33% of the qualification specified for Grade 7; or

(ii) equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the Document; or
(b) has acquired equivalent standard of skills as defined above as agreed between the parties to the Award through other means including a minimum of one years' experience as an Electrical Worker Grade 5.
(c) is employed to use the skills acquired through the training or experience specified.

(2) Included in this grade is the work of:

(a) Electrical Tradesperson Level 2;
(b) Television/Radio/Electronic Serviceperson Level 2;
(c) Instrument Tradesperson Level 2;

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(d) Refrigeration/Air-Conditioning Tradesperson Level 2;
(e) Linesperson/Cable Jointer Level 2; and
(f) Alarm/Security Technician Grade 2.

1.7 G7 - Electrical Worker Grade 7

(1) An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who:
(a) has successfully completed a Post Trade Certificate or has acquired the same standard of skills through other means including a minimum of 2 years' experience in the industry,
(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Alarm/Security Technician Grade 3;
(b) Communications Tradesperson - Special Class;
(c) Electrical Linesperson - Live Line;
(d) Electrician Special Class;
(e) Electronic Serviceperson Grade 3;
(f) Instrument Tradesperson - Complex Systems;
(g) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 3; and
(h) Television/Radio/Electronic Serviceperson Grade 3.

1.8 G8 - Electrical Worker Grade 8

(1) An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who:

(a) has successfully completed a Post Trade Certificate or "X%" of an Advanced Certificate or its equivalent and in addition has not less than 2 years' experience as an Electrical Worker Grade 7; and
(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:
(a) Electronic Tradesperson;
(b) Instrumentation and Controls Tradesperson;
(c) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 4; and
(d) Installation Inspector.

1.9 G9 - Electrical Worker Grade 9

(1) An Electrical Worker Grade 9 is an Electrical Worker Grade 5 who:

(a) has successfully completed an appropriate Advanced Certificate or its formal equivalent; and
(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Alarm/Security Technician Grade 4;
(b) Electronic Serviceperson Grade 4;
(c) Television/Radio/Electronic Serviceperson Grade 4; and
(d) Refrigeration/Air-Conditioning Tradesperson Level 4.

1.10 G10 - Electrical Worker Grade 10

(1) An Electrical Worker Grade 10 is an Electrical Worker Grade 5 who:

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(a) has successfully completed an appropriate Associate Diploma or its formal equivalent; and
(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Electrical Tradesperson Level 5;
(b) Television/Radio/Electronic Serviceperson Grade 4;
(c) Electronic Serviceperson Level 5;
(d) Instrument Tradesperson Level 5; and
(e) Refrigeration/Air-Conditioning Tradesperson Level 5.

Classification Definitions

Alarm/Security Technician Grade 1" means a tradesperson employed to carry out repairs and maintenance of alarm/control panels, detectors, pumps, fire suppression signs, bells and other associated equipment in the industry of fire-alarm servicing.

In the industry of security servicing, the tradesperson is employed in the field of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

2.2 "**Alarm/Security Technician Grade 2**" means an Alarm/Security Technician Class I who is engaged on complex or intricate circuitry or both, the performance of which requires the use of "Additional knowledge" as defined below.

Additional knowledge may be acquired through a minimum of 2 years on-the-job experience as a serviceperson, working on the company's installations and equipment.

2.3 "**Alarm/Security Technician Grade 3**" means an Alarm/Security Technician who:

(a) has not less than one year of experience as such and who has satisfactorily completed an appropriate electronics post trades course,
(b) has not less than 2 years' experience with the employer as such, and who possesses a thorough knowledge of the employer's company and processes and who is capable of servicing all the equipment associated with such company, and who is employed to maintain, test, modify services and/or repair complex and intricate electrical, electronic circuits or components, equipment, apparatus and/or devices used in industrial applications in the fire-alarm/security systems industry, and for which the performance of such work requires a higher skill than required by a tradesperson employed on basic service work.

2.4 "**Alarm/Security Technician Grade 4**" means an Alarm/Security Technician Grade 3 who is engaged in applying their knowledge and skills to the tasks of repairing, maintaining, servicing, modifying, commissioning, fault finding and diagnosing various forms of systems which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Alarm/Security Technician Grade 4, a tradesperson must have at least 3 years on-the-job experience in electronic systems utilising integrated circuits, and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as an Alarm/Security Technician Grade 4, a tradesperson must be capable of:
(a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.
(b) Working under minimum supervision and technical guidance.
(c) Providing technical guidance within the scope of the work described in this definition.

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(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.5 "**Alarm/Security Tester Grade 1**" means a person employed to inspect and test alarm/control panels, fire suppression equipment, detectors, signs, bells, pumps and associated equipment in the industry of fire-alarm servicing. In the industry of security servicing, the "Alarm/Security Tester" is employed to inspect and test in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external security lighting devices and associated equipment.

In addition to those duties, the "Alarm/Security Tester" is capable of preparing written reports on the conditions, suitability and requirement for the abovementioned equipment. The Tester will be able to accurately identify faults in systems and report them expeditiously as required, as well as prepare reports detailing all requirements for the testing of systems in their test run.

2.6 "**Alarm/Security Tester Grade 2**" means an "Alarm/Security Tester" capable of testing any electrical system including but not limited to halon, CO2, ansul, emergency lighting, evacuation systems, all fire detection and suppression systems and associated equipment. The employee with minimal supervision and assistance will be able to interchange test runs and demonstrate the operation of systems to clients, insurers and appropriate personnel.

2.7 "**Alarm/Security Tester Grade 3**" means a person, or holder of industry recognised accreditation, which may be granted to persons who through industry experience, have gained the necessary skills, and are able to carry out all aspects of a Tester Grade 2 scope of work and are employed to carry out repairs and maintenance of alarm/control panels, detectors, fire suppression signs, bells and other ancillary associated equipment in the industry of fire alarm servicing, excluding authority provided power supplies or works on live side of isolating devices.

In the industry of security servicing, the person is employed in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

2.5 "**Communications Tradesperson - Special Class**" shall mean a Radio Mechanic, Electrical Fitter or an Electrical Mechanic, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson, working mainly on such complex and/or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable: and

(b) having, by virtue of either the satisfactory completion of an appropriate post trade course in electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

2.9 "**Electrical Fitter**" shall mean an employee who is mainly employed in the workshops manufacturing, fitting, and repairing electrical instruments, machines, and apparatus. Electrical fitting in this definition shall include armature and transformer winding, and people solely engaged in making and repairing instruments. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

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2.10 "**Electrical Fitter (Instrumentation and Process Control)**" means an employee who is required to make and/or modify, test, install, adjust and repair, plant instrumentation involving process control equipment including instruments incorporating mechanical, pneumatic, hydraulic, electrical and electronic functions.

The legitimate possession of the appropriate certificate issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.11 "**Electrical Labourer**" shall mean an employee, not otherwise provided for in this Document, who is doing work necessary for electrical work.

2.12 "**Electrical Linesperson**" shall mean an employee engaged in overhead construction and maintenance work, and running, fixing, connecting, and maintaining electrical conductors outside of buildings, or an employee engaged in sapping poles, cutting chocks for arms, and fitting arms to poles while the poles are lying on the ground. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.13 "**Electrical Linesperson - Live Line**" shall mean an Electrical Linesperson as defined in this Document who is required to carry out "Live Line Work" as prescribed in the *Electricity Act 1994*.

Such employee may perform "Live Line Work" while the employee remains so authorised by the State Electricity Commission of Queensland in accordance with the said Act.

2.14 "**Electrical Mechanic**" shall mean an employee engaged in placing or affixing or running electrical conductors of all kinds and for all purposes from the point of supply to the point of utilisation, and also in the fixing inside of buildings and vehicles of all kinds of conduits and conductors. It shall include the erecting and connecting up of dynamos, motors, and switchboards, and the connecting up of all instruments and apparatus at the point of utilisation and supply for all purposes, including power, lighting, heating, and smelting, and safe working instruments, apparatus, telephones, bells, public address systems, wireless apparatus, meter fixing, connecting of meters, and the erection, overhauling and repairing of storage batteries and the assembling and renewing of finished parts, and the marking out and mounting of any switchboards, and the effecting of any repairs to electrical machines and appliances when it is necessary to carry out the work on the spot, or is incidental to such necessary work. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.15 "**Electrical Storeperson**" shall include an employee responsible for storing, receiving and issuing tools, parts and testing equipment in or in connection with an electrical, including radio and television, workshop and/or depot, but shall not include storepersons employed in any retail or wholesale establishment who receive, store or issue television, radio or electrical equipment and who are provided for in any other Agreement.

2.16 "**Electrical Tradesperson's Assistant**" shall mean an employee directly assisting a tradesperson.

2.17 "**Electronic Equipment Tester/Installer Grade 1**" means an employee engaged on the alignment, installation and testing of radio, communications and related equipment, installing fire alarms and/or security alarm equipment, or installing data and communication cabling, including the locating of faults not requiring the skills of a tradesperson.

2.18 "**Electronic Equipment Tester/Installer Grade 2**" means an employee who has had not less than one year at Level 1 or the equivalent experience. Provided that an Electronic Equipment Installer Level 2 shall not undertake tasks requiring the skills of a tradesperson.

2.19 "**Electronic Serviceperson Grade 1**" means an adult employee engaged on radio, communications and related equipment which requires the application of general trades experience gained through apprenticeship in that work.

2.20 "**Electronic Serviceperson Grade 2**" means an Electronic Serviceperson Grade 1 who has had not less than one year's experience as a tradesperson working in the radio communication industry.

2.21 "**Electronic Serviceperson Grade 3**" means an Electronic Serviceperson Grade 2 who is engaged on complex or intricate circuitry or both, the purpose of which work requires the use of "additional knowledge" as herein defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson working on such complex or intricate circuitry work as will enable the tradesperson to perform such work unsupervised where necessary and practicable; and
(b) having by virtue of either the satisfactory completion of a prescribed post trades course in industrial electronics, radio or communications or the achievement of a comparable standard of knowledge by other means, including the on-the-job experience gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

2.22 "**Electronic Serviceperson Grade 4**" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 3, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment, on which the tradesperson is required to carry out their tasks. To be classified as an Electronic Serviceperson, Grade 4, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as Electronic Serviceperson, Grade 4, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry using diagrams and test equipment.
(b) Working under minimum supervision and technical guidance.
(c) Providing technical guidance within the scope of the work described in this definition.
(d) Preparing reports of a technical nature on specific tasks or assignments, as directed, and within the scope of the work as described in this definition.

2.23 "**Electronic Serviceperson Grade 5**" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 4, who in addition to the requirements of the Electronic Serviceperson Grade 4, must have one further years on-the-job experience as a tradesperson working on electronic systems, but who in addition is required to maintain and repair multi-function printed circuitry using circuit diagrams and test equipment.

To be classified as an Electronics Serviceperson, Grade 5, a tradesperson must be engaged in applying their skills and knowledge to the tasks of designing, modifying, testing and diagnosing complex electronic systems related to radio and communications equipment.

2.24 "**Electronics Tradesperson**" means an electrical tradesperson working at a level beyond Electrician Special Class and who is mainly engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the system and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronics Tradesperson a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part time study.

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In addition, to be classified as an electronics tradesperson a tradesperson must be required, as part of their duties, to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment.
(b) Work under minimum supervision and technical guidance.
(c) Provide technical guidance to other tradespersons or to management within the scope of the work described in this definition; and/or
(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.25 "**Fire-alarm Systems**" means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.

2.26 "**Installation Inspector**" shall mean an Electrical Mechanic who is employed by an Electrical Contractor or company which is principally engaged in providing independent installation inspections and who is qualified within the terms of the *Electricity Act 1994*, to act as an Installation Inspector and is employed as such. An Installation Inspector must have the following qualifications:

(a) Possess a certificate of competency as an Electrical Mechanic
(b) Has successfully completed a course conducted by the Department of Employment Vocational Education and Training at a TAFE College or approved skill centre comprising the following subjects:
    (i) AEL 223 - Electrical Installation Work.
    (ii) AEL 226 - Electrical Practices and Responsibilities.
    (iii) AEL 122 - Electrical Installation Testing.
(c) Has at least 3 years recent experience in the Electrical Contracting Industry as an Electrical Mechanic or has at least 3 years recent experience as an Installation Inspector with an Electricity Authority in Queensland.

2.27 "**Instrument Tradesperson**" means a tradesperson who is mainly engaged in installing, (including the installing of inter connecting instrumentation wiring, not prohibited by the *Electricity Act 1994* or hydraulic or pneumatic instrumentation tubing), repairing, maintaining, and servicing industrial instruments and control systems, including instruments and systems utilising integrated circuits.

An Instrument Tradesperson will have completed an apprenticeship, the greater part of which involved industrial instrumentation, or alternatively can demonstrate a knowledge and understanding of industrial instrumentation and can apply that knowledge and understanding to the tasks assigned by their employer. The required knowledge and understanding would have been gained by undertaking a formal training course run by a State Education Department or Technical Education Department or its equivalent or by at least 12 months on the job experience as a tradesperson at instrument work

2.28 "**Instrument Tradesperson - Complex Systems**" means an instrument tradesperson who is mainly engaged in installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles, including work on complex digital and/or analogue control systems utilising integrated circuits.

To be classified as an Instrument Tradesperson - Complex Systems, a tradesperson will have:

(a) had a minimum of 2 years on the job experience as a tradesperson working predominantly on complex and/or intricate instruments and instrument systems, as will enable them to perform such work under minimum supervision and technical guidance; and

(b) satisfactorily completed an appropriate post trade course equivalent to at least 2 years part time study or has

achieved to the satisfaction of the employer, a comparable standard of skill and knowledge by other means including in-house training or on the job experience referred to in (a) above.

2.29 "**Instrumentation and Controls Tradesperson**" means an instrument tradesperson working mainly at a level beyond that of instrument tradesperson - complex systems and who is mainly engaged in applying their skills and knowledge to installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding industrial instruments which make up a complex control system which utilises some combination of electrical, mechanical, hydraulic and pneumatic principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.

The application of this skill and knowledge would require an overall understanding of the operating mode or principles of the various types of measurement and control devices on which the tradesperson is required to perform their tasks. To be classified as an Instrumentation and Controls Tradesperson, a tradesperson must have at least 3 years relevant on the job experience as a tradesperson - 12 months of which must be at the level of "Instrument Tradesperson - Complex Systems" and in addition must have satisfactorily completed a related post-trades course equivalent to at least 2 years part time study.

In addition, to be classified as an Instrumentation and Controls Tradesperson, a tradesperson must be required as part of their duties to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment:
(b) Work under minimum supervision and technical guidance:
(c) Provide technical guidance to other tradespeople or to management within the scope of the work described in this definition; and/or
(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.30 "**Jointer**" shall mean an employee who is employed in jointing cables or sweating on lugs in connection with the installing and maintenance of underground or overhead distributing systems, and the running of feeders, mains and services up to the main fuse in consumers' premises. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Workers and Contractors' Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.31 "**Journeyperson**" shall mean an Electrical Fitter, Electrical Mechanic, electrical Jointer, Electrical Linesperson, electrician in charge, shift electrician, Radio Mechanic or television mechanic.

2.32 "**Lines Clearance Operator**" means an adult who is employed on the clearance of vegetation in the vicinity of overhead power distribution lines.

2.33 "**Purchasing Clerk**" means an employee who initiates orders for electrical materials, receives and issues materials and provides reports on the cost of materials for the preparation of tender documents and job cards.

In addition to these duties, the Purchasing Clerk may conduct sale of materials and equipment to the Public or to the Trade.

2.34 "**Radio Mechanic**" shall mean an employee who is mainly employed to assemble and/or repair, and/or service, and/or install, and/or test radio receivers, and/or public address systems.

2.35 "**Refrigeration Mechanic or Serviceperson Grade I**" means a tradesperson employed to carry out installation, repairs, and routine maintenance of domestic, commercial and industrial refrigeration and air conditioning systems.

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2.36 “**Refrigeration Mechanic or Serviceperson Grade 2**" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than one years experience as a tradesperson engaged on complex or intricate circuitry or both.

2.37 "**Refrigeration Mechanic or Serviceperson Grade 3**" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than 2 years experience as a tradesperson, and possesses a sound working knowledge of refrigeration and air conditioning, electrical control systems to enable the employee to service, diagnose faults and repair domestic, commercial and industrial refrigeration, air conditioning systems under limited technical supervision.

In addition, to be classified as a Refrigeration Mechanic Grade III, the employee must demonstrate sufficient working knowledge of electronic controls as applied to refrigeration and air conditioning systems to enable the employee to identify faulty modules.

2.38 "**Refrigeration Mechanic or Serviceperson Grade 4**" means Refrigeration Mechanic or Serviceperson Grade I, who has had not less than 3 years experience on-the-job as a tradesperson and possesses a sound working knowledge of refrigeration and air conditioning electrical and electronic systems as to enable the employee to commission, service, diagnose faults and repair domestic, commercial and industrial refrigeration and air conditioning systems.

To be classified as a Refrigeration Mechanic Grade IV, the employee must have satisfactorily completed a 2 year post trade course in Industrial Electronics.

In addition, to be classified as a Refrigeration Mechanic or Serviceperson Grade IV, a tradesperson may be required to carry out the following duties:

(a) Maintain and repair multi-function printed circuits using circuit diagrams and appropriate test equipment;
(b) Work under minimum supervision and technical guidance;
(c) Provide technical guidance within the scope of the work described in this definition; and
(d) Prepare reports of a technical nature on specific tasks or assignments as directed within the scope of the work described in this definition.

2.39 “**Security Alarm Systems**" means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic or acoustic equipment or device, or any combination thereof which includes any intruder alarm systems incorporating closed circuit television, video or photographic systems, electronic, electro-mechanic access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or Governmental purpose.

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

2.41 **"Television/Radio/Electronic Equipment Serviceperson Grade I**" means an adult who has completed an appropriate trades course or who has achieved an equivalent standard of skill and knowledge, and who is engaged on routine servicing work which requires no more than the application of the general trade experience gained through apprenticeship or equivalent training on-the-job.

2.42 "**Television/Radio/Electronic Equipment Serviceperson Grade 2**" means a Television/Radio/Electronic Equipment Serviceperson Grade I who has had not less than one years’ experience, as a tradesperson, working on visual and/or sound receiving, recording and/or reproduction devices and associated equipment and associated electronics products.

2.43 "**Television/Radio/Electronic Equipment Serviceperson Grade 3**" means a Television/Radio/Electronic Equipment Serviceperson Grade II who has completed an appropriate trade course which includes instruction in

electronic products and who has achieved an equivalent standard of skill and knowledge through 2 years' experience in the industry or through a special course of tuition, and is required to diagnose and rectify faults in electronics equipment and/or similar apparatus.

2.44 "**Television/Radio/Electronic Equipment Serviceperson Grade 4**" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Serviceperson Grade III, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing modifying, commissioning, testing, fault finding and diagnosis of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits, and in addition, must have satisfactorily completed a post trades course in electronics to at least 2 years part-time study.

In addition, to be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry, using circuit diagrams and test equipment
(b) Working under minimum supervision and technical guidance.
(c) Providing technical guidance within the scope of the work described in the definition.
(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.45 **"Television/Radio/Electronic Equipment Serviceperson Grade 5**" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Equipment Serviceperson Grade IV who, in addition to the requirements of the Television/Radio/Electronic Equipment Serviceperson Grade IV, must have one additional year on-the-job experience as a tradesperson working on electronic systems, but, who in addition, is required to maintain and repair multi-function printed circuitry using diagrams and test equipment.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Class V, a tradesperson must be engaged in applying their skills and knowledge to the tasks of design, modifying, testing and diagnosis of complex electronic systems related to radio and communications equipment.

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

2.47 "**Truck Attendant**" shall mean an employee who is part of a gang which performs electrical work and who during the course of their work, assisting electrical Journeypersons, is required as a minor part of their duties to drive vehicles under 6 tonnes used in connection with the work of the gang.

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Electrical Worker Wage Rates

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Grade 2	$35.04	$36.09	$37.17	$38.29	$39.44
Grade 3	$36.31	$37.40	$38.52	$39.68	$40.87
Grade 4	$37.63	$38.76	$39.92	$41.12	$42.35
Grade 5	$39.00	$40.17	$41.38	$42.62	$43.89
Grade 6	$40.95	$42.18	$43.44	$44.75	$46.09
Grade 7	$43.00	$44.29	$45.62	$46.98	$48.39
Grade 8	$45.15	$46.50	$47.90	$49.33	$50.81

Apprentice Wage Rates

Stage	% of Base Trade Rate	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Stage 1	55%	$21.45	$22.09	$22.76	$23.44	$24.14
Stage 2	65%	$25.35	$26.11	$26.89	$27.70	$28.53
Stage 3	80%	$31.20	$32.14	$33.10	$34.09	$35.12
Stage 4	90%	$35.10	$36.15	$37.24	$38.35	$39.51

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Mechanical Worker Classifications

Level	Indicative Classification
MW1	Basic Mechanical Trades Assistant Storeperson Lagger Truck Driver (MR, HR)
MW2	Experienced Mechanical Trades Assistant Mechanical Trades Assistant-Truck Driver (MR, HR) Mechanical Trades assistant + Rigger (basic) Dogger
MW3	Mechanical Fitter Hydraulic Fitter Boilermaker Pipe Fitter Machinist Sheet Metal Worker
MW4	Sheet Metal Worker + Marker/setter out Boilermaker + Marker/setter out Boilermaker + Welder (non-certified) Mechanical Fitter - Hydraulic Mechanical Fitter - Pneumatic Mechanical Fitter - Machinist
MW5	Boilermaker + Welder (tested 1554 SP) Boilermaker - Pressure Pipe/vessels Mechanical Fitter - Pneumatic - Hydraulic Mechanical Fitter - Pressure Pipework
MW6	Boilermaker – Quality Checker Boilermaker + Pipe Fitter + Welder (AS 1796) Boilermaker + Marker/setter out + Welder Mechanical Fitter - Systems experience Boilermaker Welder - Tested to AS 1554SP or AS1796 or ASME IX

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Mechanical Worker Classification Definitions

A.1 Definition of key concepts and terms

A.1.1 **Australian qualifications framework** or **AQF** refers to the system of competency-based training and certification.

A.1.2 **Mechanical Engineering stream** is defined as:

(a) **Mechanical stream**—including the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration, and the use of related computer-controlled equipment e.g. Computer Numeric Controlled machine tools.

(b) **Fabrication stream**—including fabrication, forging, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and the use of related computer-controlled equipment. This includes fabrication in all metals, plastics, carbon fiber, composite materials, ceramics, and other materials.

A.1.3 **Fields of work** means a defined grouping of logically related skills based on an efficient organisation of work.

A.1.4 **Industry accredited course** or **nationally accredited course** is a course which has been constructed to reflect a group of standards which the CPSISC, the RIISC, the MSA or other relevant Skills Council has endorsed as being appropriate combinations of skills to be available to the industry.

A.1.5 **CPSISC** means the Construction and Property Services Industry Skills Council. **RIISC** means the Resources and Infrastructure Industry Skills Council. **MSA** means Manufacturing Skills Australia. CPSISC, RIISC, and MSA will be the recognised authorities (for the purposes of this schedule) responsible for developing competency standards for consideration and endorsement by the National Quality Council.

A.1.6 **New entrant** means an employee who has never previously worked within the on-site construction industry. If there is any doubt as to the status of an employee in this regard, the following documentation may be regarded as prima facie evidence that an employee is not a new entrant:

- documentary evidence concerning registration with any of the construction industry portable long service leave schemes; or
- A statutory declaration witnessed by a Commissioner of Declarations or a Justice of the Peace.

A.1.7 **Recognition of Prior Learning** or **RPL** means the formal recognition of skills attained through on-the-job experience and/or training and may include formal qualifications (such as overseas qualifications), which have up until now been unrecognised.

A.1.8 **Streams** or **skill streams** means a broad grouping of skills related to a particular phase or aspect of production and does not extend beyond the scope of this Agreement.

A.1.9 **Supervision**

This subclause recognises two levels of supervision which are as follows:

(a) **General supervision** applies to a person who:

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

(b) **Limited supervision** applies to a person who:

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

A.1.10 Work in a **technical field** includes:

- Production planning, including scheduling, work study, and estimating materials, handling systems and like work;
- Technical, including inspection, quality control, supplier evaluation, laboratory, non-destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work; and
- Design and draughting and like work.

A.1.11 **Trade** includes an employee who possesses as a minimum qualification a relevant trade certificate at AQTF Level 3.

A.2 Classifications and related issues

A.2.1 Mechanical Worker level 1 (MW 1) [85%]

(a) A MW 1 works under general supervision in one or more skill streams contained within this Agreement.

(b) An employee at MW 1 will either:

(i) Be appointed to level a or b based on information provided by the employee at the time of commencement; or

(ii) progress through the levels in accordance with the relevant timeframe as follows:

MW 1 (level a) Less than 12 months experience

MW 1 (level b) More than 12 months experience

(c) An employee at the MW 1 (level b) performs work above and beyond the skills of an employee at MW 1 (level a) and to the level of their training and:

- is subject to direct supervision;
- works under general supervision within a team environment;
- works in a safe manner;
- identifies basic faults in materials and equipment;
- interacts harmoniously with employees of other companies on-site;
- adapts to a changing work environment;
- communicates essential information; and
- works from basic instructions and procedures articulated in written and spoken form.

(d) Skills and duties

(i) An employee at this level will acquire skills both formal and informal over time and with experience and will undertake indicative tasks and duties within the scope of skills they possess.

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(ii) An employee at this level may be part of a work area team and may be required to perform a range of duties across the skill streams contained within this Agreement. An employee at this level:

- Follows basic instructions and procedures;
- assists in the provision of on-the-job training to a limited degree;
- works in a team environment or works individually under direct supervision;
- is responsible for assuring the quality of their own work;

(e) Indicative tasks which an employee at this level may perform include the following:

- basic material handling functions;
- operate small plant and pneumatic machinery;
- inventory and store control;
- operate a range of hand tools;
- has a rudimentary knowledge of the construction process;
- operation of mobile equipment including forklifts, hand trolleys, pallet trucks, overhead cranes and winch operations;
- assists one or more tradespersons;

(f) The MW 1 classification incorporates the following broadbanded classifications:

- Tradespersons assistant/ Ironworker
- Truck Driver (MR,HR)
- Gantry hand or crane hand
- General hand
- Insulator/Lagger
- Tool/material storeman

(g) An employee at this level may be undergoing training so as to qualify as a MW 2. Where possible, an employee at this level will be provided with access to accredited structured training approved by the relevant Skills Council.

A.2.2 **Mechanical Worker level 2 (MW 2) [90%]**

(a) An MW 2 works under limited supervision in one or more skill streams contained within this Agreement. An MW 2 will:

(i) have completed in accordance with RPL principles a Construction Skills Test equivalent to the required competency standards; or

(ii) have completed relevant structured training equivalent to the required competency standards; or

(iii) successfully completed an Mechanical Worker Industry Certificate Level 2 consisting of a total of 20 appropriate modules, or formally recognised equivalent accredited training so as to enable the employee to perform work within the scope of this level; or

(iv) obtained skills equivalent to the above gained through work experience that may be subject to competency testing to the prescribed standard.

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(b) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be part of a work team.

(iii) An employee at this level:

- can interpret basic plans and drawings relevant to their functions;
- assumes responsibility for allocated tasks within a team within the area of the employee's skill, competence and training;
- is able to sequence functions relevant to the current task;
- applies quality control techniques to the employee's own work;
- works from intermediate instructions and procedures;
- works individually under general supervision;
- is responsible for assuring the quality of their work;
- works in a safe manner;
- exercises discretion within their level of training;
- understands the construction process in their sector and has a basic level of understanding of processes in other sectors;
- implements basic fault-finding and problem solving skills within the employee's sphere of work;
- interacts harmoniously with employees of other companies on-site;

(c) Indicative tasks which an employee at this level may perform include the following:

- calculates safe loads and stress factors;
- non-trades maintenance of relevant plant and equipment;
- anticipates and plans for constant changes to the work environment.
- materials handling;
- operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at MW 1;
- uses basic measuring and levelling instruments whilst working with a tradesperson;

(d) The MW 2 classification incorporates the following broadbanded classifications:

- Forklift operator (over 4500kg)
- Hoist or winch driver
- Spotter
- Storeperson
- Rigger (basic)
- Dogger (ticketed)

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- Confined space hole watcher
- Mobile hydraulic platform operator

(e) An employee at this level may be undergoing training so as to qualify as a MW 3.

A.2.3 Mechanical Worker level 3 (MW 3) [100%]

(a) An MW 3 works individually or in a team environment in one or more skill streams contained within this Agreement. An MW 3 will:

(i) have successfully completed a relevant trade apprenticeship or its AQF equivalent and has less than 12 months experience working as a qualified tradesperson; or

(ii) have successfully completed, in accordance with RPL principles, all necessary competencies equivalent to the relevant trade and has less than 12 months experience working as a qualified tradesperson.

(iii) have obtained skills equivalent to the above gained through work experience that the employer recognises are suitable for this level.

any one of which will qualify the employee as an MW 3.

(b) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be responsible for the supervision of one or more employees working at MW 1 or MW 2 level.

(iii) An employee at this level:

- understands and applies quality control techniques;
- exercises good interpersonal and communication skills;
- exercises measuring and calculation skills at a trade level;
- exercises discretion within the scope of this grade;
- performs work of a trades or non-trades nature which is incidental or peripheral to the employee's main function and facilitates the completion of the whole task;
- is able to inspect products and/or materials for conformity with established operational standards;
- assists in the provision of on-the-job training;
- understands and applies quality control techniques;
- exercises good interpersonal communication skills;
- exercises discretion within the scope of this grade;
- performs work under limited supervision either individually or in a team environment.

(c) Indicative tasks which an employee may perform at this level include the following:

- production sequencing and materials handling at a trade level;
- trade skills associated with certificated trades within the scope of this Agreement;

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- has a sound understanding of the construction process;
- materials handling related to trade work;
- operates machinery and equipment requiring the exercise of skill and knowledge at a trade level;
- performs work which is incidental or peripheral to the primary tasks and facilitates the completion of the whole task;
- Performs basic welding on items that are not subject to testing and do not carry any structural load.
- sheet metal fabrication;
- steel fabrication;
- system assembly;
- mechanical installation.

(d) The MW 3 classification incorporates the following broadbanded classifications:

- Air-conditioning tradesperson
- Boilermaker
- Fitter
- Machinist
- Motor mechanic
- Painter (Spray painter, Shotblaster and Sandblaster)
- Pipe Fitter
- Plant mechanic
- Refrigeration mechanic
- Serviceperson
- Sheetmetal worker 1st class

(e) An employee at this level may be undergoing training so as to qualify as an MW 4.

A.2.4 **Mechanical Worker level 4 (MW 4) [105%]**

(a) An MW 4 works in one or more skill streams contained within this Agreement. An MW 4 will:

(i) have successfully completed a relevant trade apprenticeship or its AQF equivalent and have more than 12 months experience working as a tradesperson; or

(ii) have successfully completed, in accordance with RPL principles, all necessary competencies equivalent to the to the requirements of this level and have 12 months experience working as a tradesperson; or

(iii) have obtained skills equivalent to the above gained through work experience that the employer recognises are suitable for this level.

any one of which will satisfy the technical requirements to qualify the employee as an MW 4.

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(b) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be part of a self-directed work team and may be required to perform a range of duties across the skill streams contained within this Agreement.

(iii) An employee at this level:

(iv) exercises skills attained through satisfactory completion of the training/work experience prescribed for this classification;

- exercises discretion within the scope of this grade;
- works under limited supervision either individually or in a team environment;
- understands and implements quality control techniques;
- provides guidance and assistance as part of a work team;
- exercises advanced trades and non-trade skills relevant to the specific requirements of the industry or enterprise at a higher level than MW 3.

(a) Indicative tasks which an employee may perform at this level include the following:

- exercises precision trade and non-trade skills using various materials and specialised techniques at a higher level than MW 3;
- operates, and maintains plant and machinery;
- is able to plan construction sequencing.
- Perform setting/marking out on site using drawings prepared by a structural steel draftsperson consistent with the standards required of an ECW 4 under the Award
- Make modifications to prefabricated steelwork using drawings prepared by a structural steel draftsperson.
- Make modifications to prefabricated pipework using drawings prepared by a structural steel draftsperson.
- Perform welding that meets the requirements of AS 1554.

(b) The MW 4 classification incorporates the following classifications:

- Sheet Metal Worker-Marker/setter out
- Boilermaker-Marker/setter out
- Boilermaker-welder (non-certified)
- Boilermaker-Pipe Fitter
- Mechanical Fitter - Hydraulic
- Mechanical Fitter - Pneumatic
- Mechanical Fitter - Machinist

(c) An employee at this level may be undergoing training so as to qualify as an MW 5.

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A.2.5 **Mechanical Worker level 5 (MW 5) [110%]**

(a) An MW 5 works in one or more skill streams contained within this Agreement. An MW 5 will:

(i) have successfully completed a relevant trade apprenticeship or its AQF equivalent and have more than 24 months experience working as a tradesperson; or have successfully completed the relevant structured training in addition to the requirements of MW 4; or

(ii) have successfully completed, in accordance with RPL principles, all necessary competencies and successfully completed the relevant structured training equivalent to the to the requirements of this level and have 24 months experience working as a tradesperson; or

(iii) have obtained skills equivalent to the above gained through work experience that the employer recognises are suitable for this level.

either of which will qualify the employee for a MW 5

(b) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be part of a self-directed work team and may be required to perform a range of duties across the skill streams contained in this Agreement.

(iii) An employee at this level:

- exercises skills attained through satisfactory completion of the training/work experience prescribed for this classification;
- exercises discretion within the scope of this grade;
- provides trades guidance and assistance as part of a work team;
- assists in the provision of training in conjunction with supervisors and trainers;
- understand and implements quality control techniques;
- works under limited supervision either individually or in a team environment;
- assists in the provision of training in conjunction with supervisors.

(c) Indicative tasks which an employee may perform at this level include the following:

- exercises precision trade and/or operative skills using various materials and specialised techniques at a higher level than MW 4;
- operates, and maintains complex plant and machinery;
- is able to plan complex construction sequencing;
- installs, repairs and maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;
- Perform setting/marking out on site without reference to drawings prepared by a structural steel draftsperson.
- Performs modifications to structural steel components without reference to drawings prepared by a structural steel draftsperson.

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- Performs modifications to structural steel and components to the applicable Australian standard including preparing material for site welding to a standard that may be subject to non-destructive testing.
- Performs modifications to pressure pipework components to the applicable Australian standard including preparing material for site welding without reference to drawings prepared by a draftsperson.
- Is qualified, through formal testing to weld to the satisfaction of the employer and is engaged on work requiring such qualification; or
- Performs tested structural welding equivalent to the regulatory requirements for AS 1554SP.

(d) The MW 5 classification incorporates the following broadbanded classifications:

- Boilermaker-welder (tested 1554 SP)
- Boilermaker – Fabrication of pressure pipework
- Mechanical Fitter - Pneumatic + Hydraulic
- Mechanical Fitter – Pressure pipework

(e) For the purposes of consistency, the minimum classification level for a Mechanical Tradesperson Special Class shall be MW 5.

A.2.6 **Mechanical Worker level 6 (MW 6) [115%]**

(a) An MW 6 works in one or more skill streams contained within this Agreement. An MW 6 will:

(i) have successfully completed a relevant trade apprenticeship or its AQF equivalent and have more than 24 months experience working as a tradesperson; or have successfully completed the relevant structured training in addition to the requirements of MW 5; or

(ii) have successfully completed, in accordance with RPL principles, all necessary competencies and successfully completed the relevant structured training equivalent to the to the requirements of this level and have 24 months experience working as a tradesperson; or

(iii) have obtained skills equivalent to the above gained through work experience that the employer recognises are suitable for this level.

either of which will qualify the employee for a MW 6;

(b) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be part of a self-directed work team and may be required to perform a range of duties across the skill streams contained within this Agreement.

(iii) An employee at this level:

- exercises skills attained through satisfactory completion of the training/work experience prescribed for this classification;
- exercises discretion within the scope of this grade;
- provides trades guidance and assistance as part of a work team;

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- provides training in conjunction with supervisors and trainers;
- works under limited supervision either individually or in a team environment;
- understands and implements quality control techniques.

(c) Indicative tasks which an employee may perform at this level include the following:

- operates plant and equipment at a higher level of skill than MW 5;
- exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than MW 5;
- implements quality control techniques;
- plans complex construction sequencing;
- works on machines or equipment which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof;
- works on instruments which make up a complex control system which utilises some combination of electrical/electronic, mechanical or fluid power principles;
- Performs modifications to complex high-pressure piping equipment to critical tolerances;
- Performs complex setting/marking out on site for other members of a work team;
- Inspects the work of other tradespersons to ensure quality and standards are maintained to the satisfaction of the client.
- Is qualified, through formal testing to weld to the satisfaction of the relevant regulatory authority to the requirements of the relevant Certificates 1-9 AS 1796, or welding standards of equivalent or greater testing integrity and is engaged on work requiring such qualification.

(d) The MW 6 classification incorporates the following broadbanded classifications:

- Boilermaker – Quality Checker
- Boilermaker + Pipe Fitter + Welder (AS 1796)
- Boilermaker + Marker/setter out + Welder
- Mechanical Fitter - Systems experience
- Boilermaker Welder – Tested to AS 1554SP/AS1796/ASME IX)

A.3 Classification principles

A.3.1 General

In determining the appropriate classification of a position or job to be filled by an employee, an employer will pay full regard to:

(a) the nature and skill requirements of the position to be filled;

(b) the skill level and certification of the employee;

(c) the experience and qualifications of the employee in:

(i) relevant indicative tasks nominated in this subclause; and/or

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(ii) competency standards against which an employee is accredited;

(d) any agreed national procedures established for testing the validity of an employee's claim for reclassification.

A.3.2 Classification/reclassification in the engineering stream

(a) Where an employee is required to perform work that requires the use of skills and or knowledge associated with the qualification detailed at a specific level within this Agreement and the employer accepts the work performed, the employee will be classified at that level. If the employee is found to not possess the requisite qualifications associated with that classification level, the employee shall be provided with a detailed report identifying any skills gap. The employee shall participate in any reasonable training provided by the employer that assists the development of the skills required to fill the skills gap.

(b) In the event that there is a claim for reclassification by an existing employee to a higher level under this structure on the grounds that the employee possesses equivalent skill and knowledge gained through on-the-job experience, the following principles apply:

(i) A transparent analysis will be performed to determine whether the employee has performed or is performing work at the classification level being claimed.

(ii) the dispute resolution provisions contained within this agreement will be followed;

(c) Where necessary, reference may be made to the requirements of the old classification definitions in the *National Metal and Engineering On-site Construction Industry Award 2002*.

A.4 Skill based career structure

A.4.1 The classification structure is designed to facilitate the improvement of the level of skills of the workforce and to provide a career path for all employees.

A.4.2 Each classification level builds upon the previous level so that the value of an employee to the industry and their employer increases as the employee progresses through the structure. Skills are built up in a sequential manner through job learnt skills and structured training.

A.4.3 Under this classification structure, an employee's construction industry skills are to be formally recognised, industry wide, at all levels. Employees will move up the classification structure as they acquire additional accredited skills and are required to utilise those skills following a direction by the employer. Payment will be on the basis of the level of skills required to perform the work of a particular position or job offered by an employer.

A.4.4 In circumstances where an employee performs work at a classification level and the employee participates in a skills assessment process, the employee shall not be disadvantaged as a result of the outcome of the process. Any additional training required by an employee to fulfil the technical requirements of any competencies shall be acquired under a training plan developed following the assessment process.

A.5 Training

In order to facilitate the operation of the classification structure an employer must, in co-operation with the consultative committee develop a training programme consistent with:

(a) the size, structure and scope of the activities of the employer;

(b) the need to develop vocational skills relevant to the enterprise and the construction industry generally through courses conducted by accredited educational institutions and providers.

(c) Where, as a result of consultation in accordance with this clause it is agreed that additional training should be undertaken by the employee, that training may be taken either on or off the job. Provided that if the training is undertaken during normal working hours the employee concerned will not suffer any loss of pay. The employer must not unreasonably withhold such paid training leave.

(d) Any costs associated with standard fees for prescribed course and prescribed textbooks (excluding those textbooks which are contained in the employer's technical library) incurred in connection with the undertaking of relevant training will be reimbursed by the employer upon the production of evidence of such

expenditure. Provided that reimbursement will be subject to the presentation of reports of satisfactory progress.

(e) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred travelling to and from work will be reimbursed by the employer.

Mechanical Worker Wage Rates

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
MW1 (85%)	$ 33.15	$ 34.14	$ 35.17	$ 36.22	$ 37.31
MW2 (90%)	$ 35.10	$ 36.15	$ 37.24	$ 38.36	$ 39.51
MW3 (100%)	$ 39.00	$ 40.17	$ 41.38	$ 42.62	$ 43.89
MW4 (105%)	$ 40.85	$ 42.08	$ 43.34	$ 44.64	$ 45.98
MW5 (110%)	$ 42.90	$ 44.19	$ 45.51	$ 46.88	$ 48.28
MW6 (115%)	$ 44.85	$ 46.20	$ 47.58	$ 49.01	$ 50.48

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Allowances

Allowance	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Daily Fares and Travelling Allowance	$35.00	$36.05	$37.13	$38.25	$39.39
Travelling outside radial areas (per Km)	$0.80	$0.82	$0.84	$0.87	$0.90
Living Away from Home Allowance (per day)	$77.60	$79.93	$82.33	$84.80	$87.35
Leading Hand Allowance (hour)					
In charge of not more than 1 person	$0.76	$0.78	$0.80	$0.82	$0.85
In charge of 2-5 persons	$1.65	$1.70	$1.75	$1.80	$1.90
In charge of 6-10 persons	$2.10	$2.16	$2.22	$2.29	$2.35
In charge of 11 plus persons	$2.79	$2.88	$2.97	$3.06	$3.15
First Aid Allowance					
Senior First Aid	$4.15	$4.27	$4.40	$4.53	$4.67
Occupational First Aid	$6.55	$6.75	$6.95	$7.16	$7.37
Meal Allowance	$21.36	$22.00	$22.66	$23.34	$24.04
Tradesperson Allowance (hour)	$3.28	$3.28	$3.28	$3.28	$3.28
Electricians License (hour)	$1.90	$1.90	$1.90	$1.90	$1.90
Certificate allowance (hour)	$0.99	$0.99	$0.99	$0.99	$0.99
JETCO (week)	$10.00	$10.00	$10.00	$10.00	$10.00
Power Tools	$0.99	$1.02	$1.05	$1.08	$1.11
Lift Industry Allowances					
All-purpose Leading Hand Allowance (hour)					
Less than 5 employees	$2.45	$2.52	$2.60	$2.68	$2.76
More than 6 – less than 10	$3.05	$3.14	$3.24	$3.33	$3.43
More than 10	$3.67	$3.78	$3.89	$4.01	$4.13
Electrical Employees Allowance					
Qualified Technical Person Allowance	$262.50	$270.38	$278.49	$286.84	$295.45
Mechanical Employees Allowances (hour)					
Welder - tested	$1.42	$1.48	$1.52	$1.57	$1.62
Welder - Special Class	$2.48	$2.55	$2.63	$2.71	$2.79
Welder – Special class Exotic materials	$4.35	$4.48	$4.61	$4.75	$4.90

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Health and Safety Representative

Where an employee is elected by Employees of the Employer as a HSR, and agrees to undertake the required training to fulfil the role, the Employee will be classified as the higher of CE4/EW4 (as the context requires), or the Employee's usual classification. In addition, a HSR is entitled to an all-purpose hourly allowance of:

From 1/07/2020	From 1/07/2021	From 1/07/2021	From 1/07/2021
$2.51	$2.59	$2.66	$2.74

Union Delegate

Where an employee is elected by Employees of the Employer as a Union Delegate, and the Union notifies the Employer of this election, the Employee will be classified as the higher of CW4/EW4 (as the context requires), or the Employees usual classification. In addition, a Union Delegate is entitled to an all-purpose hourly allowance of:

From 1/07/2020	From 1/07/2021	From 1/07/2021	From 1/07/2021
$2.51	$2.59	$2.66	$2.74

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

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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

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RDO NOTIFICATION FORM

Notification pursuant to clause 21.7(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	

Manager contact details

Name: _____

Phone: _____

Email: _____

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

□ High risk activity (specify below)

□ Maintenance, repair, commissioning

□ Restrictions, laws, regulations, etc.

□ Inclement weather

□ Other

Explanation of ground/s listed above:

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Section A.3 – 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.

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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 Employee Assistance Programs. Support is strictly non- punitive, and can be accessed at any time (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;

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(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). Ongoing promotion of this policy.

6.4. 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;

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

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

7. Definition of a Worker

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.

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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.

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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;

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(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. 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

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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:

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.

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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;

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(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).

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

vi. 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;

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(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:

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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 phenomenon occurs, which is:

- the direct observation of the employee of use of, and/or the physical behavioural symptoms of being impaired by, alcohol; and/or
- Unusual and/or inexplicable actions by the employee; or
- There is evidence that the employee is involved in the use or possession of alcohol and/or other drugs while working; or
- 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

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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.

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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;

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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

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.

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Section B.1 – Workplace Health and Safety

1. Procedure for Dealing with Safety Issues or Incidents

1.1. 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.

1.2. 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"

1.3. 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.

1.4. 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

1.5. 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.

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

i. the degree and imminent risk to the Employees or other persons affected by the issue;

ii. the number and location of Employees and other persons affected by the issue;

iii. the measures both temporary and permanent that must be implemented to resolve the issue;

iv. who will be responsible for implementing the resolution measures;

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v. whether the hazard or risk can be isolated; and

vi. the time that may elapse before the hazard or risk is permanently corrected.

1.7. 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 document 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.

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

1.9. 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 and safety of a 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 1.7 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.

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2. Personal Protective Equipment (PPE)

2.1 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 $125.00 upon presenting a receipt of purchase);

(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

2.2. 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.

2.3. 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.

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

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

3. Training and Related Matters

3.1. 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 document.

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

3.3. 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.

3.4. 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.

3.5. HSR Training

Any Employees elected as a workplace HSR (Health and Safety Representative) 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.

3.6. 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

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(b) The information as to the number of apprentices and visa holders engaged by the Employer;

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

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

4. Health and Safety Representatives

4.1. 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;

4.2. 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.

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

4.4. 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.

5. Health and Safety Representative Meetings

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

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Minister for Energy, Renewables and Hydrogen
Minister for Public Works and Procurement

Our Ref: MN03729-2020

[redacted]

11 January 2021

Ms Rebecca Andrews
State Head - Queensland, Influence and Policy
Australian Industry Group
[redacted]

Dear Ms Andrews

Thank you for your ongoing involvement in the consultation on the enhancements to the *Buy Queensland* procurement approach. Employer feedback has assisted the Queensland Government in making an informed decision to improve its current Queensland Procurement Policy (QPP).

I am pleased to advise you on the key components of the government's decision on these matters:

Best Practice Industry Conditions (BPICs)

- Government will proceed with the BPICs approach to Best Practice Principles (BPP) major projects procurement. BPICs will be determined on a project-by-project basis to take into account the current challenging economic circumstances. Your continued contribution to this is welcomed.
- A set of BPICs for civil construction within the Transport Infrastructure Services procurement category will be developed.
- Given that QPP and BPP apply to Government Owned Corporations (GOCs) and Statutory Bodies, so too will relevant BPICs which will be subject to consultation with GOCs and Statutory Bodies prior to government approval on a project-by-project basis.

Prequalification Certification (PQC) System

- The Department of Energy and Public Works (DEPW) and the Department of Transport and Main Roads (DTMR) will work to develop a new Best Practice PQC system framework.
- Development work will include application on declared BPP projects within Building, Construction and Maintenance and Civil Infrastructure within the Transport Infrastructure Services procurement categories, including GOCs and Statutory Bodies, subject to consultation with stakeholders and final government approval.
- DEPW and DTMR will consult peak industry bodies and other stakeholders to develop an implementation plan that, in the short term, minimises administrative requirements, but in the medium term will streamline tendering processes by aligning the PQC system with procurement policy.

Enhanced Compliance

- The existing QPP Compliance Unit will be enhanced over time by additional suitably qualified and experienced officers, drawn from within the current public sector workforce.
- An independent tripartite panel will be established to recommend appropriate penalties and sanctions for breaches of the Ethical Supplier Mandate (ESM). Advice on suitably experienced candidates will be welcomed.
- The ESM policy is being enhanced so that compelling evidence can be used to assess alleged breaches relating to wage theft, superannuation underpayment and, in some circumstances, sham contracting. Suppliers that pay in accordance with their contractual commitments will have no concerns, and those that do not will be penalised.
  There will also be the ability for procuring agencies to include Liquidated Damages clauses in contracts. Such agreed damages in supplier contracts will act as a deterrent to non-compliance with contractual commitments such as apprentices and trainees.
  Further enhancements will enable a new Aggravated Breach category to be added to the ESM providing for the full 20-point demerit leading to exclusion from the government supply lists – including PQC. Under the current model, the maximum penalty is 10 demerit points regardless of severity.
- There are a number of administrative systems required to support compelling evidence, liquidated damages and aggravated breaches. Consultation will occur through the Queensland Government Procurement Committee, the Heads of Procurement Network, and the Procurement Industry Advisory Council to ensure government, industry and unions can comment on the updated policy, guidance material and mechanisms prior to full implementation.

Food and Beverage (F&B) Commitment

- The F&B Commitment within the QPP will prioritise *Buy Queensland First* for F&B made, grown or produced in Queensland for tenders, Standing Offer Arrangements, and contracts - extending beyond existing obligations around functions and events.

I appreciate there is a significant amount of detailed work to properly implement all of the above measures. DEPW will ensure that stakeholders continue to be involved in consultation on the detail of the policy and guidelines that underpin the above commitments.

Again, I thank you for your involvement in consultation to date and look forward to that continuing in the future.

The end result will be a more robust procurement system that ensures well-paid, safe, local, good quality jobs.

Yours sincerely

[redacted]

Mick de Brenni MP
Minister for Energy, Renewables and Hydrogen
Minister for Public Works and Procurement

DCL-14.a

Archived: Thursday, 27 November 2025 3:57:02 PM
From: Rebecca Andrews
Sent: Thursday, 28 January 2021 5:41:53 PM
To: Premier
Cc: 'Priscilla Radice' Jon Davies [redacted] Damian Long Andrew Chapman Stephen Smith
Subject: Joint letter regarding Buy Queensland Procurement Policy
Importance: Normal
Sensitivity: None
Attachments: Letter to Qld Premier - Buy Queensland - January 2021 Final.pdf; Letter Enhancements to Buy Queensland, Jan 2021.pdf; Letter to Qld Dept of Transport and Main Roads - BPIC - 25 January 2021.pdf;

Dear Premier,

Please find attached a letter from the industry bodies including:

- Queensland Major Contractors Association (QMCA)
- Civil Contractors Federation (QLD) (CCFQ)
- Infrastructure Association of QLD (IAQ)
- Queensland Master Builders Association (QMBA)
- Australian Industry Group (Ai Group)
- Australian Constructors Association (ACA)

This letter is in relation to the Buy Queensland Procurement Policy. We respectively request an urgent meeting with yourself to discuss this.

Kind Regards

Rebecca

Rebecca Andrews
Head – Queensland

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THE QUEENSLAND GOVERNMENT

28 January 2021

The Honourable Annastacia Palaszczuk MP
Premier of Queensland
[redacted]

Dear Premier

Re. Buy Queensland Procurement Policy: Request for Meeting

This joint letter is sent on behalf of the Australian Constructors Association (**ACA**), the Australian Industry Group (**Ai Group**), the Civil Contractors Federation Queensland (**CCFQ**), the Infrastructure Association of Queensland (**IAQ**), Master Builders Queensland (**MBQ**) and the Queensland Major Contractors Association (**QMCA**). Collectively we represent the majority of construction related businesses operating in Queensland.

We have each received a letter from the Minister for Public Works and Procurement, the Honourable Mick de Brenni MP (sample copy attached for ease of reference). The letter provides an update on proposed 'policy enhancements' that have, in some cases, been under consideration by the Government for a number of years. During this time, industry consultation on the changes has been sporadic and previously communicated industry concerns regarding the scope and application of the changes have largely been left unaddressed.

We therefore request your assistance in ensuring our serious and legitimate concerns are known and well understood by State Government as a whole.

In summary, we are concerned that the proposed policy changes will significantly increase the cost of construction in Queensland, reducing the number of projects that the State can afford to construct and therefore the number of people that can be employed. The changes will also increase the complexity and risk of doing business in Queensland, including the real and significant risk of businesses contravening Federal legislation whilst disincentivising true innovation and best practice.

More specifically we would like to provide comment on the proposed changes as follows:

Best Practice Industry Conditions (BPICs)

BPICs mandate pay and conditions for workers employed on Government projects. BPICs will be determined on a project by project basis and we have recently received a draft Transport BPIC that has been mooted for use on the Centenary Bridge Duplication Project. We have written directly to the Minister of Transport and Main Roads, The Honourable Mark Bailey MP, providing detailed comments in respect of this draft (Copy attached for ease of reference).

As drafted the Draft BPICs would impede the viability and growth of the construction industry in Queensland. The Draft BPICs do not represent 'Best Practice' industrial relations, nor do they reflect Principles. They resemble a pattern enterprise agreement with highly restrictive and costly provisions. Contractors must retain the ability to implement enterprise agreements and work practices which reflect the needs of their enterprises. It is not appropriate for the Queensland Government to impose pattern outcomes on contractors.

Furthermore, any Best Practice Principles must recognise the requirement of most contractors to comply with the Commonwealth's *Code for the Tendering and Performance of Building Work 2016* (**Building Code 2016**). As currently drafted, various provisions of the Draft BPIC conflict with the Building Code 2016 and with federal legislation.

Prequalification Certification (PQC) System

The current PQC system is well understood and functions satisfactorily. There is no need to change it.

Any changes will create uncertainty and result in increased costs at a time when governments should be seeking to remove uncertainty and reduce the cost of doing business. There is also a risk that the changes could contradict Federal PQCs such as the Austroads National Prequalification System, that the Queensland Government has signed up to.

Enhanced Compliance

Ever since the 'Ethical Supplier Demerit Point Scheme' (ESDS) was first proposed by the Government, Industry has argued that it is an unnecessary big stick to target problems associated with a small sector of a very large industry.

In the only other State to have such as scheme (WA), it is designed to address significant safety performance issues only. The Qld scheme has a very broad scope and is designed to cover everything from minor non-compliance to significant breaches of 'Best Practice' requirements that in many cases are extremely subjective in their assessment.

We have previously raised serious concerns that this subjectivity could be open to abuse by those seeking to influence government procurement. We were advised, by officials from the then Department of Housing and Public Works (now Department of Public Works and Procurement) that they would issue a Guidance Note to address our concerns pending a full review of the scheme on the first anniversary of its implementation.

No guidance note was ever issued, and no review undertaken following the anniversary of implementation. Instead we are now being advised that this scheme will be 'enhanced' to include, amongst other things, the ability to include Liquidated Damages provisions in contracts to act as a 'deterrent to non-compliance'.

Liquidated Damages are a common contract provision that provide remedy for actual financial loss incurred resulting from a breach of contract. The proposed ESDS liquidated damages are not damages as no loss will be incurred by Government. They are effectively intended as a penalty.

The proposed inclusion of an Aggravated Breach category could see a business struck off tender lists for 12 months where there is 'compelling evidence' of an Aggravated Breach. This inclusion is a reversal of the presumption of innocence until proven guilty that could ultimately result in innocent companies being put out of business. Consequently, it could be open to abuse by anyone seeking to influence business decisions.

There was never any justification for an industry wide ESDS and there is even less so in the current business environment. Our firm preference would be that Government and industry continue to build on the positive collaboration that kept construction sites open and people employed during the height of the pandemic rather than reverting to previous battle lines that have failed to maximise project outcomes in the past and will in turn prevent Government and industry from attracting the necessary people and skills to deliver the forward pipeline of projects.

Way Forward

Queensland and Australia as a whole is relying on the construction industry to lead the economy out of recession and stimulate the economy. This is a huge undertaking and one that will only succeed through a collaborative partnership between Industry, Governments and their delivery agencies.

Such collaboration has the potential to improve the sustainability of the industry and improve productivity so that more projects can be built and more people employed for the same level of expenditure.

We request an urgent meeting with you to discuss our thoughts as to how this can be achieved by incentivising genuine industry best practice for the benefit of all Queenslanders. To arrange a meeting, please contact Rebecca Andrews, State Head – Queensland, Ai Group on 0400 321 198 or email rebecca.andrews@aigroup.com.au.

Yours sincerely

Jon Davies
CEO
ACA

Rebecca Andrews
Head – QLD
Ai Group

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Deputy CEO
MBAQ

Andrew Chapman
CEO
QMCA

Enc: Qld Govt Letter Ref MN03729-2020, dated 11 January 2021

The Honourable Mark Bailey, Industry Letter Ref: 25 January 2021

cc. The Honourable Cameron Dick, Treasurer and Minister for Investment

The Honourable Michael De Brenni, Minister for Public Works and Procurement

The Honourable Mark Bailey, Minister for Transport and Main Roads

The Honourable Dr Stephen Miles, Deputy Premier

The Honourable Grace Grace, Minister for Industrial Relations

DCL-15.a

BEST PRACTICE INDUSTRY CONDITIONS *PLUS* (BPIC+)

TRANSPORT

Coomera Connector Project

Confidential Draft for Consultation

May 2021

Queensland Government

Confidential Draft for Consultation

Introduction to the Best Practice Industry Conditions for Transport Civil Construction Projects

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

For major projects of $300 million and above and declared projects, the value for money assessment must also include application of all the following BPPs:

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

The Department of Transport and Main Roads (TMR) fully supports the Queensland Government's priorities to improve matters such as employment conditions, safety and training opportunities for the transport civil construction industry and ensure the industry is, and remains sustainable, safe and progressive.

To assist with the Queensland Government's commitments in relation to the BPPs, including best practice industrial relations, TMR has developed a guidance document entitled the *Best Practice Industry Conditions for Transport Civil Construction Projects Plus* dated XXXX (Transport BPIC+). In developing the Transport BPIC+ in consultation with stakeholders, relevant enterprise agreements, awards and legislation to the transport civil construction industry were analysed to ensure the guidance document reflects modern and progressive industrial practices for the civil construction industry.

The Transport BPIC+ (as **enclosed**) applies when tendering for projects with TMR for transport civil construction projects with a total project value over $300 million.

The Transport BPIC is an expression of government policy as it relates to best practice industry relations for the civil construction industry. The guidance document sets standards and expectations to ensure that a workforce with optimal levels of skills and experience is attracted and retained for the life of a project's delivery and ensure that relevant stakeholders can interact in a positive, collaborative and productive way through to successful project completion.

Throughout the document at the commencement of the majority of the guiding clauses, the desired outcome has been detailed to assist employers understanding of TMR's intention and expectations.

The Transport BPIC+ is a guidance document and is not mandatory. Applicants and/or Tenderers can demonstrate the intent and outcomes of the Transport BPIC+ in any manner it chooses to nominate throughout the procurement process.

TMR will give full and reasonable consideration to alternative ways of achieving the Transport BPIC+. Where a particular supplier is referred to within the Transport BPIC+, this entitlement or obligation relates to that supplier or any suitable equivalent which the Applicants and/or Tenderers may wish to nominate. Nothing in the Transport BPIC+ requires an Applicant and/or Tenderer to make any commitment that would breach any laws.

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Application

This document is known as the Transport Best Practice Industry Conditions Plus (Transport BPIC+) and applies to civil construction projects within the transport industry with a project value over $300 million.

The document is structured in four parts, as set out below, and provides a description of the intent and a set of sample conditions which have *approved by Government* in relation to the Queensland Government's best practice principles for industrial relations.

- Part A – Quality Employment Standards
- Part B – Safe Workplace Standards
- Part C – Administration
- Part D – Major Project Arrangements

In addition, Part D is applicable to all projects over $300 million in recognition of employees undertaking duties on designated major projects.

Part A: Quality Employment Standards

1. Contract of Employment

Intent - *The employer will provide all employees with a contract of employment. This contract should identify all information an employee needs to know to be fully informed to make a decision regarding the offer of employment. This may include the status of engagement (eg. Full time, fixed term etc), the name of the relevant industrial instrument and position title. Contracts should be written in simple terms to ensure understanding.*

1.1 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 Document, or alternatively, access to the Document in electronic format at the discretion of the Employee.

1.2 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.

1.3 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 the applicable contribution funds. 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.

2. Employment Security

Intent - *The employer acknowledges that job security is a priority for the client. The employer will use its best endeavours to create jobs on the project. This includes the creation of new jobs and the ongoing security of existing jobs. This commitment extends to jobs with local subcontractors.*

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

2.2 The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this Document.

2.3 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.

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The Employer will take all reasonable measures to achieve employment security for the Employees in-so-far as it is practicable to do so.

2.4 If the Employer wishes to engage subcontractors or supplementary labour to perform work which is usually performed by its own Employee's under this Document, the Employer must consider any matters raised in consultation by potentially affected Employees before making any final decision to engage subcontractors or supplementary labour.

2.5 Following consultation and subject to this clause, the decision whether to engage subcontractors or supplementary labour is a decision of the Employer alone. Any dispute as to the application of this clause will be dealt with under the dispute's settlement procedure under this Document. The Employer will ensure that all subcontractors are bona fide contractors and engage their employees on lawful terms and conditions.

2.6 As soon as practicable after being awarded a contract upon request from the Union Delegate, the Employer shall inform the Union via its Union Delegate which subcontractors have been engaged for the project.

3. Individual Flexibility Agreements

Intent - *The employer has policies or processes in place to provide Individual Flexibility Agreements to its employees. These processes include:*

- *Ensuring the content is written in appropriate and easily understood language;*
- *Providing a translation where English is not an appropriate or understood language for an employee;*
- *Ensuring compliance with the Fair Work Act 2009; and*
- *Communicating this entitlement to employees.*

3.1 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.

3.2 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:

- are about permitted matters under section 172 of the FW Act; and
- relates only to:
  - time between which ordinary hours are worked;
  - salary sacrifice agreements;
  - reduction in ordinary hours;
  - increase in annual leave accrual each year;
  - increase in rate of accrual of Rostered days off;
  - increase in wages;
  - increase in training leave (Union or otherwise);
  - are not unlawful terms under section 194 of the FW Act; and
  - result in the Employee being better off overall than the Employee would be if no arrangement (variation agreement) was made.

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

- 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

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terms and conditions of his or her employment as a result of the arrangement, and the day on which the arrangement commences);

- includes the name of the Employer and Employee;
- signed by the Employer and the Employee, and if the Employee is under 18, by a parent or guardian of the Employee;
- provided to the Employee within 14 days after it is agreed to; and
- able to be terminated by either the Employer or Employee giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.

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

4. Inclusion

Intent - *The employer acknowledges the importance and benefits of having an inclusive workplace. The employer will have policies (or other mechanisms) which outlines their commitments to diversity and inclusiveness.*

First Nations People

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

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

4.3 A 'Welcome to Country' ceremony will be arranged with the Traditional Owners when the number of workers undertaking work on the project reach 50, as part of the Employers commitment to the principles of social, restorative justice and cultural affirmation. The Employer will also implement policies that ensure:

- access to annual leave for participation in cultural and ceremonial activities;
- skill and career development opportunities for ATSI Employees; and
- the development of retention and promotion for ATSI Employees.

Women in the Industry

Parties respect equal employment opportunity and it is recognised the demographic of the construction industry could be more diverse. To that end, the Parties support the promotion of women into the industry and shall discuss means to achieve this objective including ways to encourage and assist women to seek and maintain employment in the construction industry.

5. Hours of Work

Intent - *The employer acknowledges the inconvenience of shift work and as such will identify the ordinary hours of work where employees will be required to work at ordinary rates. The maximum number of ordinary hours worked per week should also be stipulated in the relevant industrial agreement. This number should not exceed 40.*

5.1 Ordinary hours

Except as provided elsewhere in this Document, 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 7.00am. All time worked outside these hours shall be by consultation with the affected employees concerned and paid at overtime rates.

5.2 Start and finish times

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

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

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

5.3 Weekend Work

(a) Where ordinary hours are worked on a Saturday the Employees will be paid at the rate of time and a half for the first two hours and double time thereafter; and

(b) Where the ordinary hours are worked on a Sunday the employees will be paid at the rate of double time for all hours worked (unless a higher rate is provided in accordance with this Document, for example a public holiday or during Christmas shutdown).

6. Shift Work

Intent - *The employer acknowledges the inconvenience associated with shift work. The employer has in place an industrial instrument that provides for penalty payments associated with work performed outside of ordinary hours. This may include the provision of extra leave entitlements.*

6.1 Shift work is a necessary feature of the Employer's operation and employees may be required to work shift work in accordance with operational needs. Shift work meaning ordinary hours worked outside or partly outside of the ordinary span of hours of at least 5 consecutive shifts may be worked to suit the operational requirements. The requirement to work shift work will only occur after consultation with the appropriate employees.

6.2 For the purposes of this clause:

(a) Afternoon shift means a shift starting at or after 10.00am and before 8.00pm;

(b) Night shift means a shift starting at or after 8.00pm and before 6.00am; and

(c) Day work (i.e. work commencing between 6.00am and 10.00am) is not shift work.

6.3 Shift Workers will be paid the following rates for Ordinary Hours Worked:

(a) Afternoon Shift- Wage Rate plus 15% of the Wage Rate; and

(b) Night Shift - Wage Rate plus 30% of the Wage Rate.

6.4 Shift loading shall not apply to shift work performed on a Saturday or Sunday.

6.5 Where an Employee works shifts for less than five successive days, double the Wage Rate will be payable in lieu of the applicable shift loading.

6.6 All time worked by a shiftworker in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes), or on a shift other than a rostered shift, must be paid for at the rate of double time. Provided that this will not apply when the overtime is worked by arrangements between the employees themselves or for the purpose of effecting the customary rotation of shifts.

7. Overtime

Intent - *The employer acknowledges the inconvenience associated with working overtime and will have applicable penalty rates for when this occurs. This will include hours worked outside ordinary hours.*

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

7.2 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:

- 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

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Employees;

- the Employee's personal circumstances including any family responsibilities;
- the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
- any other relevant matter.

7.3 All time worked in excess of the ordinary hours, shall be paid at time and a half for the first two hours and double time thereafter (provided that a higher penalty elsewhere in this Document does not apply).

8. Rostered Day Off

Intent - *The employer has an industrial instrument that provides for Rostered Days Off (RDOs). These RDOs are offered in a manner which has been mutually agreed by employees and the employer. The RDOs are flexible in nature and provide for a greater work life balance for the workforce without impacting productivity on the project.*

8.1 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).

8.2 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 accordance with the building industry calendar published annually. Of these RDO`s 13 will be designated as Industry RDO`s, the other 13 will be designated as Project RDO`s, as per the industry calendar. The purpose of this calendar is to ensure workers and site management manage their fatigue levels, thereby encouraging safer and more productive projects.

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

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

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

8.6 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.

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

- 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
- The Employer must consult with the affected Employee(s); and
- Provide affected Employee/s the opportunity to notify the Union using the form provided for in Appendix E, or other chosen representative/s in writing (or email) prior to the RDO that work will be performed.

8.8 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.

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

- any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a

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danger to Employees;

- the Employee's personal circumstances including any family responsibilities;
- any other relevant matter; and
- payment for working a scheduled RDO shall be at Saturday rates of pay, in accordance with the award in addition to the loadings listed above, employees will be provided a day in lieu for each RDO that they are required to work. Up to five (5) RDOs may be accrued under normal industry flexibilities. Accrued RDOs will be taken in the calendar year they were due or be transferred to the employee's annual leave bank in the last pay period of the calendar year provided sufficient RDO hours are retained to cover the scheduled RDOs for January of the following year.

9. Apprentices and Trainees

Intent - *The employer acknowledges the importance of traineeships and apprenticeships for the future of our industry. The employer commits to achieve the Traineeship & Apprenticeship targets established for this project. The employer has in place suitable industrial instruments to ensure trainees and apprentices are remunerated fairly.*

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

9.2 For clarification, in addition to the applicable rates of pay, Trainees are entitled to receive full daily travel, redundancy contributions, superannuation, welfare fund contributions and any other entitlements in accordance with this document. Such entitlements shall not be paid at rates applicable to Apprentices. Payments will be made into funds nominated in the definitions of this document.

9.3 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.

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

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

9.6 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.

9.7 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.

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

- 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;
- 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;
- 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;
- 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 9.6 and clause 9.7 above.

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9.9 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 and agree:

- 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;
- the Employer is committed to ensuring that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, to this end the Employer will endeavour to maintain at least one apprentice to every seven (7) tradespeople; and
- 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.

9.10 Apprentice Wage Rates (Construction, Electrical and Plumbing Trades)

Level	% of Base Trade Rate	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Stage 1	55%	$21.45	$22.09	$22.76	$23.44	$24.14
Stage 2	65%	$25.35	$26.11	$26.89	$27.70	$28.53
Stage 3	80%	$31.20	$32.14	$33.10	$34.09	$35.12
Stage 4	90%	$35.10	$36.15	$37.24	$38.35	$39.51

9.11 Apprentice Weekly Rates (Mobile Cranes)

Classification	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Stage 4 Apprenticeship (90% of Over 100 tonnes and up to 200 tonnes)					
Stage 4 Apprenticeship (75% of Over 100 tonnes and up to 200 tonnes)					
Stage 4 Apprenticeship (60% of Over 100 tonnes and up to 200 tonnes)					
Stage 4 Apprenticeship (50% of Over 100 tonnes and up to 200 tonnes)					

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9.11 Trainee Weekly Rates (Mobile Cranes)

TRAINEE WAGES Persons undertaking a Traineeship will receive either the following weekly rates or remain at their existing level, whichever is the greater:					
Classification	**Current**	**1 July 2021**	**1 July 2022**	**1 July 2023**	**1 July 2024**
Stage 5 Traineeship (100% of Over 100 tonnes and up to 200 tonnes)					
Stage 5 Traineeship (96% of Over 100 tonnes and up to 200 tonnes)					
Stage 5 Traineeship (92.4% of Over 100 tonnes and up to 200 tonnes)					
Stage 5 Traineeship (88% of Over 100 tonnes and up to 200 tonnes)					
Stage 5 Traineeship (82% of Over 100 tonnes and up to 200 tonnes)					

10. Casual Employment

Intent - *The employer acknowledges that job security is a priority for the client. The use of casual labour will be limited and only engaged as appropriate. Where possible and ongoing employment is available casual labour will be given priority to full time positions.*

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

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

10.3 Except on Saturdays and Sundays, on each occasion a casual Employee is required to attend work, the Casual 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 in this Document. 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 as applicable.

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

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

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

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

10.7 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.

10.8 Casual Conversion

Casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in excess of six-weeks, thereafter has the right to request in writing to have their contract of employment converted to permanent employment if the employment is to continue beyond the conversion process. The decision as to whether a regularly and systematically engaged casual employee is made permanent is a decision of the Employer.

A casual Employee, who has requested in writing to be converted to permanent employment pursuant to clause 10.8 whose request is refused by the Employer, is entitled to be paid 175% of the hourly rate prescribed in this Document for the Employee's classification.

11. Termination of Employment

Intent - *The employer will have documented policies regarding the termination of employment. The policy will cover employment terminations initiated by both the employee and the employer. The policy should cover issues such as notice periods and performance management processes.*

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

11.2 Performance/General Misconduct

In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following 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 Document.

11.3 Step 1 – First Written Warning

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

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- 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.

11.4 Step 2 – Final Written Warning

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

11.5 Step 3 – Dismissal

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

- The Employer shall provide to each terminated Employee a written statement specifying the period of employment and the classification or type of work performed by the Employee.
- The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two business days of termination or the Employee shall be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday). This claim shall be regardless of whether or not the Employee remains on the job.
- The Employer shall pay each 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.
- 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 will be immediately advised of the initiation of the consultation period and shall remain on the job during the consultation process. If the Employer fails to comply with any of these requirements, the notice period that the Employer must give to the affected Employee shall be increased to four weeks.

12. Salary Sacrifice Arrangements

Intent - *The employer offers competitive benefits to employees including the ability to salary sacrifice.*

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

- Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual Employee.

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- 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.

12.2 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 Document.

13. Wage Rates

Intent - *The employer embraces the philosophy a 'fair day's pay for a fair day's work'. The employer has an industrial instrument that identifies an appropriate wage for various roles across the project. This may be in the form of a classification structure within an enterprise agreement which is simple to read and interpret. All employees are informed of their classification under any such structure.*

13.1 The wage rates compensate for all special skills and/or disabilities and/or special rates, associated with the industry of the Employer prescribed in the Award, except as provided in this Document (rates are given per hour for ordinary hours of work).

13.2 Wage rates will be increased by 3% per annum during the life of the project.

13.3 For classification structures and level descriptors see Appendix B.

13.4 Construction Worker/Labourer Wage Rates

Classification	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
CW1 (85%)	$33.15	$34.14	$35.17	$36.22	$37.31
CW2 (90%)	$35.10	$36.15	$37.24	$38.36	$39.51
CW3 (92%)	$35.88	$36.96	$38.07	$39.21	$40.38
CW4 (96%)	$37.44	$38.56	$39.72	$40.91	$42.14
CW5 (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
CW6 (105%)	$40.85	$42.08	$43.34	$44.64	$45.98
CW7 (110%)	$42.90	$44.19	$45.51	$46.88	$48.28
CW8 (115%)	$44.85	$46.20	$47.58	$49.01	$50.48

13.5 Electrical Worker Wage Rates

Classification	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Grade 2 (90%)	$35.04	$36.09	$37.17	$38.29	$39.44
Grade 3 (93%)	$36.31	$37.40	$38.52	$39.68	$40.87
Grade 4 (96%)	$37.63	$38.76	$39.92	$41.12	$42.35
Grade 5 (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
Grade 6 (105%)	$40.95	$42.18	$43.44	$44.75	$46.09

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Grade 7 (110%)	$43.00	$44.29	$45.62	$46.98	$48.39
Grade 8 (115%)	$45.15	$46.50	$47.90	$49.33	$50.81

13.6 Signalling Wage Rates

Classification	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
G5 (70%)					
G6 (80%)					
G8 (100%)					

13.7 Mechanical Worker Wage Rates

Classification	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
MW1 (85%)	$33.15	$34.14	$35.17	$36.22	$37.31
MW2 (90%)	$35.10	$36.15	$37.24	$38.36	$39.51
MW3 (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
MW4 (105%)	$40.85	$42.08	$43.34	$44.64	$45.98
MW5 (110%)	$42.90	$44.19	$45.51	$46.88	$48.28
MW6 (115%)	$44.85	$46.20	$47.58	$49.01	$50.48

13.8 Plumbing and Mechanical Services Wage Rates

Classification	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Plumbing and Mechanical Services Sheet Metal Worker Level 1(a) (55%)	$21.45	$22.09	$22.76	$23.44	$24.14
Plumbing and Mechanical Services Sheet Metal Worker Level 1(b) (75%)	$29.25	$30.13	$31.03	$31.96	$32.92
Plumbing and Mechanical Services Worker Level 3 (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
Plumbing and Mechanical Services Tradesperson Level 1 (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
Plumbing and Mechanical Services Tradesperson Level 2 (105.2%)	$40.95	$42.18	$43.44	$44.75	$46.09

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Plumbing and Mechanical Services – Special Class Level 1 (110%)	$42.90	$44.19	$45.51	$46.88	$48.28
Plumbing and Mechanical Services – Special Class Level 2 (115%)	$44.85	$46.20	$47.58	$49.01	$50.48
Advanced Plumbing and Mechanical Services Tradesperson Level 1 (120%)	$46.80	$48.20	$49.65	$51.14	$52.67
Advanced Plumbing and Mechanical Services Tradesperson Level 2 (125%)	$48.75	$50.21	$51.72	$53.27	$54.87

13.9 Fire Sprinkler Wage Rates

Classification	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Sprinkler Fitter Assistant (86.29%)	$33.70	$34.71	$35.75	$36.82	$37.93
Sprinkler Fitting Tradesperson Level 2 (105%)	$40.95	$42.18	$43.44	$44.75	$46.09
Sprinkler Fitting Tradesperson – Special Class Level 1 (110%)	$42.90	$44.19	$45.51	$46.88	$48.28
Sprinkler Fitting Tradesperson – Special Class Level 2 (115%)	$44.85	$46.20	$47.58	$49.01	$50.48
Advanced Sprinkler Fitting Tradesperson – Level 1	$46.80	$48.20	$49.65	$51.14	$52.67
Advanced Sprinkler Fitting Tradesperson – Level 2	$48.75	$50.21	$51.72	$53.27	$54.87

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13.10 Roofing Wage Rates

Classification	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Roof Plumber (1st 12 months of employment only) (75%)	$29.25	$30.13	$31.03	$31.96	$32.92
Roof Plumber (80% competent to trade level) (80%)	$31.20	$32.14	$33.10	$34.09	$35.12
Roof Plumber (fully competent to trade level) (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
Roof Plumber (possessing relevant Certificate III trade qual) (105.2%)	$40.95	$42.18	$43.44	$44.75	$46.09

13.11 Piling Wage Rates

Classification	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
CW1					
CW2					
CW3					
CW4					
CW5					
CW6					
CW7					

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13.9 Mobile Crane Wage Rates

Classification	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Rigger/Dogman					
Up to 20 tonnes					
Over 20 tonnes and up to 60 tonnes					
Over 60 tonnes and up to 100 tonnes					
Over 100 tonnes and up to 200 tonnes					
Over 200 tonnes and up to 300 tonnes					
Over 300 tonnes and up to 400 tonnes					
Over 400 tonnes and special purpose cranes					

14 Superannuation

Intent - *The employer pays superannuation regularly in accordance with relevant legislation as amended from time to time.*

14.5 The Employer shall pay superannuation in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) as amended from time to time but shall be no less than 9.5% of ordinary time earnings into an eligible fund as defined in this Document.

14.6 The Employer shall pay superannuation in accordance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)* as amended from time to time. Superannuation for employees must be paid in accordance with the provisions of this clause. Contributions shall be no less than the amounts prescribed, except where the superannuation guarantee levy contribution rate set by Commonwealth legislation exceeds the rate set out below.

14.7 The Employer will contribute on behalf of each Employee the following amount of ordinary time earnings:

- 9.5% - effective first full pay period from commencement
- 10% - effective first full pay period July 2021
- 10.5% - effective first full pay period July 2022
- 11% - effective first full pay period July 2023
- 11.5% - effective first full pay period July 2024

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15 Redundancy Contributions

Intent - *The employer acknowledges that the civil construction industry can result in short term employment due to the project nature of the work. As such, the employer has frameworks to adequately compensate employees in the case of redundancy.*

15.1 The Employer will 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 (as defined in this Document) an amount equal to the following:

- $77.00 per Employee effective first pay period from commencement;
- $81.00 per Employee effective first pay period July 2022;
- $85.00 per Employee effective first pay period July 2023; and
- $89.00 per Employee effective first pay period July 2024.

15.2 In the case of contributions made to employees who have either a CERT or BERT redundancy account, the Employer must also contribute the amounts prescribed below. In the case of CFMEU and CEPU Members the payment is to be made to BEWT and in the case of ETU Members payment is to be made to JetCo an amount equal to the following:

- $10.00 per Employee effective first pay period from commencement;
- $10.00 per Employee effective first pay period July 2022;
- $10.00 per Employee effective first pay period July 2023; and
- $10.00 per Employee effective first pay period July 2024.

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

- 1st stage – 50%;
- 2nd stage – 60%;
- 3rd stage – 75%; and
- 4th stage – 90%.

15.4 Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave, 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.

15.5 Where the Employee's balance in the Employee's Redundancy fund reaches $15,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund. 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.

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

16 Training Contributions

Electrical Trades

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16.5 JetCo Inc's purpose is to advance the electrical trades sector through enabling innovative, needs based, leading edge solutions to training, industry leadership development, workplace health and safety, and employee engagement particularly by enabling future orientated skills and competencies development. JetCo Inc's core business objectives are:

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

16.6 The Employer agrees to support JetCo Inc by contributing for each Employee, including casuals, apprentices and trainees, who is paid under the classifications set out in this Document, the weekly amount of $10.00 per week. Contributions will continue to be paid on behalf of an employee during any period of authorised leave.

Plumbing Trades

16.7 STQ is a partnership between the CEPU (as the Plumbers Union Qld) and the Services Trades sectors of: plumbing; air conditioning and mechanical services; and fire protection.

16.8 As represented by their respective employer associations: The Master Plumbers Association Queensland; the National Fire Industry Association Queensland; and Air Conditioning and Mechanical Contractors Association Queensland.

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

16.10 STQ's core business objectives are:

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

16.11 The Employer agrees to support STQ by contributing $20.00 weekly for each Employee engaged under a Plumbing, Mechanical Plumbing, Sprinkler Fitting or Pipe Trade classification, including casuals, apprentices and trainees, who is paid in accordance with this document under the classifications set out in this document.

16.12 To avoid all doubt, this amount is paid in addition to all payments set out in this Document.

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

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

17 Allowances

Intent - *The employer acknowledges that there are varying conditions within the industry that warrant the payment of additional wages. This may occur in due to travel requirements, use of personal equipment, unpleasant work or working conditions or when using specialised skills. The employer will compensate employees appropriately for varying conditions.*

17.1 Fares and Travel Allowance

All employees shall be entitled to receive the fares and travel allowance in accordance with the relevant Award. The travel allowance shall be paid at the rates provided in the table of allowances.

Apprentices shall receive the following percentage of the amount:

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17.1.1.1 1st Stage – 75%;

17.1.1.2 2nd Stage – 85%;

17.1.1.3 3rd Stage – 90%; and

17.1.1.4 4th Stage – 95%

17.2 Leading Hand Allowance

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. Leading Hand allowance shall be paid at the rates provided in the table of allowances.

17.3 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. Power tools allowance shall be paid at the rates provided in the table of allowances.

17.4 Tradesperson Allowance

An Employee engaged as a Tradesperson (as defined in the classifications of this Document, who possesses as a minimum qualification a trade certificate will receive an allowance. This allowance will be classified as all-purpose and is inclusive of a tool allowance. The tradesperson allowance shall be paid at the rates provided in the table of allowances.

17.5 Electrician Licence Allowance

17.5.1 Where an Employee is engaged and is working as an Electrical Tradesperson (as defined in the classifications of this Document), and where the Employee is required to hold an appropriate electrician's license, the Employee will receive an all-purpose allowance. The Electrician Licence allowance shall be paid at the rates provided in the table of allowances.

17.5.2 For the purpose of this allowance, an appropriate Electrician's License will be a QLD Electrician's License, or authorised license recognition from the QLD Department of Fair Trading.

17.6 Qualified Technical Person Allowance

17.6.1 Any Electrical Mechanic who holds the qualifications eligible to be granted an Electrical Contractors' Licence, may be named as a QTP to an electrical contracting company.

17.6.2 The QTP who is required to fulfil the role of endorsee to the electrical contracting company and sign the appropriate paperwork, will be paid the weekly all-purpose allowance, detailed in the table of allowances.

17.6.3 The Employer will support the QTP in meeting their obligations under the *Electrical Safety Act.* The QTP's role will include but not be limited to:

- Investigations of any near miss or incident involving electricity.
- Conduct random inspections of tradesman's work and oversee new tradesman work when they begin
- Be involved with review and implementation of new testing and commissioning procedures and any other procedure that involves electricity.
- Setting up safe systems of work.

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17.7 Statutory Authorities Allowance

Any employee engaged in a plumbing, mechanical plumbing, sprinkler fitting or pipe trade classification, who is required to act on a licence issued by an appropriate state authority, will be paid an additional amount per week, detailed in the table of allowances, for each week of their employment, regardless of whether or not they have in fact acted on such licence(s) during that particular week. 'Acting on one's licence' means signing notices and assuming responsibility to relevant authorities. The Employer will commence paying this allowance as soon as the Employee begins performing work which they are authorised by their license(s) to perform.

17.8 Plumbing, Fire and Pipe Trades Licence Allowance

(a) This allowance applies to employees within the classifications set out in this Document.

(b) An employee who is required to act on their Plumbing, mechanical, gas fitting or Sprinkler Fitters Licence(s) issued by the appropriate state authority will receive an allowance of $1.90 per hour. This allowance will be classified as all-purpose.

(c) This allowance shall be paid for each day of employment whether they have in fact acted on the allowance.

17.9 Welding Allowances

Mechanical tradespersons required to perform welding work that is tested shall be paid the allowances detailed in the table of allowances. The allowances shall be paid for all purposes.

17.9.1 Welder tested: A person who, because of the requirements of the employer, has met and remains capable of meeting a practical test, e.g. the relevant regulatory requirements for AS 1554SP.

17.9.2 Welder Special Class: A person who has passed the tests required either prior to or after commencing employment, to weld to the satisfaction of the relevant regulatory authority to the requirements of the relevant Certificates 1-9 AS 1796, or welding standards of equivalent or greater testing integrity and who is engaged on work requiring such qualification; or qualified to the relevant regulatory standard and is required to perform pressure vessel welding or pipe welding.

17.9.3 Welder Special Class – Exotic Materials: A person who has passed the tests required by the employer, and remains so qualified, and is engaged on work requiring such qualification in relation to welding either alloy pipework to ASME-B31 standard, or pressure vessels and tanks to the relevant standards, in relation to the following materials:

- Stainless Steel (304, 310, 316 and 904 grade)
- Aluminium
- Chrome Molybdenum
- Nine per cent (9%) Ni Steel
- A333 Grade 6

17.9.4 Testing for the work associated with these allowances may be required prior to employment and during employment, to ensure that qualifications are relevant and up to date.

17.10 Certificate Allowance

An employee who is the holder of a scaffolding certificate or rigging certificate issued by the appropriate certifying authority and is required to act on that certificate whilst engaged on work requiring a certificated person is entitled to a certificate allowance. This allowance shall be paid as detailed in the table of allowances.

17.11 Living Away from Home Allowance

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

17.11.2 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.

17.11.3 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.

17.11.4 Where an Employee is engaged on distant work, the Employer will pay the Employee, in addition to all other entitlements, a daily allowance as provided.

17.11.5 Employees rostered for distant work must be notified in writing by the Employer. The Employer will endeavour to ensure that no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work.

17.11.6 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.

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

17.11.8 The living away from home allowance (per night) shall be paid at the rates provided for in the allowance table.

17.12 Engagement of More than One Mobile Crane

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

17.12.1.2 Two mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

- Current - $ 4.34
- From 1/7/2021 - $ 4.51
- From 1/7/2022 - $ 4.69
- From 1/7/2023 - $ 4.83
- From 1/7/2024 - $ 4.97

17.12.1.3 Three mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

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- Current - $ 8.34.
- From 1/7/2021 - $ 8.67
- From 1/7/2022 - $ 9.02
- From 1/7/2023 - $ 9.29
- From 1/7/2024 - $ 9.57

17.12.1.4 Four mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

- Current - $ 12.82
- From 1/7/2021 - $ 13.33
- From 1/7/2022 - $ 13.86
- From 1/7/2023 - $ 14.28
- From 1/7/2024 - $ 14.71

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

- Current - $ 16.94
- From 1/7/2021 - $ 17.62
- From 1/7/2022 - $ 18.32
- From 1/9/2023 - $ 18.87
- From 1/7/2024 - $ 19.44

17.13 Representative Allowances

17.13.1 Health and Safety Representative

Where an employee is elected by Employees of the Employer as an HSR and agrees to undertake the required training to fulfil the role, the Employee will be classified at the applicable level 4 minimum, or the Employee's usual classification. In addition, an HSR is entitled to an all-purpose hourly allowance of:

Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
$2.51	$2.59	$2.66	$2.74	$2.82

17.17.2 Union Delegate

Where an employee is elected by Employees of the Employer as a Union Delegate, and the Union notifies the Employer of this election, the Employee will be classified at the applicable level 4 minimum, or the Employees usual classification. In addition, a Union Delegate is entitled to an all-purpose hourly allowance of:

Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
$2.51	$2.59	$2.66	$2.74	$2.82

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

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Table of Allowances

Allowance	Current	1 July 2021	1 July 2022	1 July2023	1 July 2024
Daily Fares and Travelling Allowance	$35.00	$36.05	$37.13	$38.25	$39.39
Travelling outside radial areas (per Km)	$0.80	$0.82	$0.84	$0.87	$0.90
Living Away from Home Allowance (per day)	$77.60	$79.93	$82.33	$84.80	$87.35
In charge of not more than 1 person – all-purpose	$0.76	$0.78	$0.80	$0.82	$0.85
In charge of 2-5 persons – all-purpose	$1.65	$1.70	$1.75	$1.80	$1.90
In charge of 6-10 persons – all-purpose	$2.10	$2.16	$2.22	$2.29	$2.35
In charge of 11 plus persons – all-purpose	$2.79	$2.88	$2.97	$3.06	$3.15
Senior First Aid	$4.15	$4.27	$4.40	$4.53	$4.67
Occupational First Aid	$6.55	$6.75	$6.95	$7.16	$7.37
Meal Allowance	$21.36	$22.00	$22.66	$23.34	$24.04
Tradesperson Allowance (hour) – all-purpose	$3.28	$3.28	$3.28	$3.28	$3.28
Electricians License (hour) – all-purpose	$1.90	$1.90	$1.90	$1.90	$1.90
Certificate allowance (hour)	$0.99	$0.99	$0.99	$0.99	$0.99
Power Tools	$0.99	$1.02	$1.05	$1.08	$1.11
Plumbing, Fire and Pipe Trade Licence Allowance (hour) – all-purpose	$1.90	$1.90	$1.90	$1.90	$1.90
Statutory Authorities (week)	$49.08	$49.08	$49.08	$49.08	$49.08
Qualified Technical Person Allowance – all-purpose	$262.50	$270.38	$278.49	$286.84	$295.45
Welder – tested – all-purpose	$1.42	$1.48	$1.52	$1.57	$1.62
Welder - Special Class – all-purpose	$2.48	$2.55	$2.63	$2.71	$2.79
Welder – Special class Exotic materials – all-purpose	$4.35	$4.48	$4.61	$4.75	$4.90
Health and Safety Representative Allowance – all-purpose	$2.51	$2.59	$2.66	$2.74	$2.82

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Union delegate Allowance – all-purpose	$2.51	$2.59	$2.66	$2.74	$2.82

18 Annual Leave

Intent - *The employer is compliant with the National Employment Standards, including provisions relating to annual leave.*

18.1 A full time Employee is entitled to annual leave at the rate of four (4) weeks at the ordinary wage rate for each year of continuous service as consistent with the FW Act. The period of annual leave shall be exclusive of any public holiday that may occur during that period. Part-time Employees are entitled to a pro rata amount of annual leave in accordance with the National Employment Standards (NES).

Notwithstanding the above, an employee defined as a shift worker for the purposes of the NES will be entitled to an additional week of annual leave as provided for in the NES. A shift worker shall mean an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

18.2 In addition to paid annual leave, the Employee will receive an annual leave loading of 17.5%, calculated at the Employee's ordinary rate of pay, exclusive of allowances.

18.3 Annual leave accrues on a weekly basis and accumulated annual leave hours will be credited to an Employee upon the completion of each one (1) week period of service with the Employer.

18.4 The Employer may direct an Employee to take accrued leave.

18.5 Unused annual leave carries forward each year.

18.6 It is recommended that Employees provide at least four weeks' notice of their intention to take annual leave and must ensure that their request for leave has been approved prior to the leave being taken. Annual leave must be taken at a time mutually agreed between the parties and in accordance with operational requirements.

18.7 The Employer may direct Employees to take accrued annual leave during the holiday shutdown period. If an employee does not have sufficient accrued leave for the period of the shutdown, then the employee may be required to take leave without pay for the balance of the shutdown period for which leave is not accrued. The shutdown period is generally seven (7) days but the precise number of days will be agreed and communicate to Employees at least one month prior to the shutdown period.

18.8 At the written agreement between the Employer and Employee, annual leave may be taken as a payment in lieu of leave subject to the following;

- balance of four (4) weeks leave must be maintained; and
- the payment in lieu will be equal to the pay for that period of time as prescribed in subclause 18.9.

18.9 Cashed out annual leave will be paid at the Employee's ordinary rate of pay plus 17.5% annual leave loading, exclusive of allowances.

18.10 Casual Employees do not accrue any annual leave.

19 Long Service Leave

Intent - *As a minimum, the employer is compliant with legislative requirements in relation to long serve leave.*

19.1 All Employees covered by this Document 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 Document.

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Union delegate Allowance – all-purpose	$2.51	$2.59	$2.66	$2.74	$2.82

18 Annual Leave

Intent - *The employer is compliant with the National Employment Standards, including provisions relating to annual leave.*

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Notwithstanding the above, an employee defined as a shift worker for the purposes of the NES will be entitled to an additional week of annual leave as provided for in the NES. A shift worker shall mean an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

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- balance of four (4) weeks leave must be maintained; and
- the payment in lieu will be equal to the pay for that period of time as prescribed in subclause 18.9.

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20 Other Leave

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

- personal illness or injury (sick leave);
- 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
- Bereavement leave.

20.2 Personal leave shall accrue as follows:

- 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;
- 12 days at the beginning of the Employees second and each subsequent year will commence on the anniversary of engagement; and
- All unused personal leave is cumulative.

20.3 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.

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

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

21 Family Violence Leave

Intent - *The employer recognises family violence is a societal issue and has a policy or procedure relating to domestic or family violence. This includes the provision for paid or unpaid leave.*

21.1 For the purposes of this clause, family violence is behaviour by a person towards a family member of that person if that behaviour:

(a) is physically or sexually abusive;

(b) Is emotionally or psychologically abusive;

(c) is economically abusive;

(d) is threatening;

(e) is coercive;

(f) 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

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

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

- a person who is, or has been, the relevant person's spouse or domestic partner;
- a person who has, or has had, an intimate personal relationship with the relevant person;
- a person who is, or has been, a relative of the relevant person;

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- 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

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

21.3 For the purposes of clauses 21.2(b) and 21.2(e), a relationship may be an intimate personal relationship whether or not it is sexual in nature.

21.4 Confidentiality

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

21.5 Leave

- An employee experiencing family violence will have access to 10 days per year of paid family violence leave paid at the Employee's minimum wage rate prescribed for their classification by this Document applicable to their classification to attend legal proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.

- 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.

- The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.

- 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.

- For the avoidance of doubt, family violence leave does not cumulate from year to year and is not paid out on termination of employment.

- For clarity, unpaid family and domestic violence leave is available in accordance with the Awards.

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Part B: Safe Workplace Standards

1. Safety Commitment

(a) The Parties will comply with all the obligations arising under the prevailing and relevant Acts, Regulations, Code of Practice, Australian Standards and the Employer's policies and procedures.

(b) The employer has a legal obligation to exercise due diligence to ensure that the business complies with all workplace health and safety laws and regulations. This includes making sure that the business has and uses appropriate resources and processes to eliminate or minimise the risks of working with silica and silica containing products and other airborne toxic substances.

(c) No Employee will be required to work in any unsafe area or situation.

(d) An employee or employees may cease, or refuse to carry out, work if they have a reasonable concern that to carry out the work would expose them to a serious risk to their health or safety, emanating from an immediate or imminent exposure to a hazard.

(e) All Parties are required to contribute positively to Project safety.

(f) The Parties are committed to ensuring that WHS issues are managed and approached in a genuine way. For clarity, WHS issues will be dealt in accordance with the safety incident procedure detailed below.

2. Personal Protective Equipment (PPE)

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 $125.00 upon presenting a receipt of purchase);

(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

2.2. 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.

2.3. 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.

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

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

3. Training and Related Matters

3.1. 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 document.

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

3.3. 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.

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3.4. 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.

3.5. Asbestos and Silica Dust Awareness Training

The Employer agrees that, within three months of the commencement of this Document, it will schedule training (for each employee covered by this Document) in the following nationally accredited asbestos and silica dust awareness training courses:

- 10279NAT Identification and Awareness of Asbestos Containing Materials
- 10830NAT Course in Crystalline Silica Exposure Prevention

Further, the Employer agrees that it will, within three months of each new Employee commencing employment, ensure that the Employee successfully completes the abovementioned training course.

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.

3.6. HSR Training

Any Employees elected as a workplace HSR (Health and Safety Representative) 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.

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

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

4. Health and Safety Representatives

4.1. 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;

4.2. 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.

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

4.4. 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.

5. Health and Safety Representative Meetings

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

6. Procedure for Dealing with Safety Incidents

6.1. 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.

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6.2. 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"

6.3. 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.

6.4. 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

6.5. 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.

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

i. the degree and imminent risk to the Employees or other persons affected by the issue;

ii. the number and location of Employees and other persons affected by the issue;

iii. the measures both temporary and permanent that must be implemented to resolve the issue;

iv. who will be responsible for implementing the resolution measures;

v. whether the hazard or risk can be isolated; and

vi. the time that may elapse before the hazard or risk is permanently corrected.

6.7. 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 document 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.

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

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6.9. Direction to cease work

6.7.1 If –

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

6.7.1.2 the issue concerns work which involves an immediate threat to the health and safety of a person; and

6.7.1.3 given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 5.7 above –

6.7.2 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.

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.

6. Toolbox Meetings

Intent - *The employer acknowledges the important of effective communication on the site. As such the employer coordinates regular Toolbox Meetings to provide a forum for two-way communication.*

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, Document 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.

7. Hot Weather Guidelines

Intent - *The employer acknowledges that working in hot weather can be uncomfortable and in extreme circumstances can be unsafe. The employer will have policies in place to reduce risks associated with working in such conditions.*

7.1 Under this Document when air temperature reaches

(a) 35°C; or

(b) 28°C and 75% humidity or more, after three hours from commencement of the shift in South East Queensland it shall constitute inclement weather (Extreme Hot Weather).

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

7.2 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 7.6 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.

7.3 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:

- rescheduling work so the hot tasks are performed during the cooler part of the day;
- where possible, reducing the time spent doing hot tasks (for example, by job rotation);
- where possible, arranging for more workers to do the job;

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- providing extra rest breaks in a cool area;
- providing cool drinking water and ice (machines) near the work site;
- increasing air movement by fans or coolers;
- installing shade cloth to reduce radiant heat from the sun; and
- consideration should be given to working an eight-hour day.

7.4 Once the temperature reaches Extreme Hot Weather, the following process will be followed:

- 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 7.5 below.
- where the temperature is 28°C and 75% humidity or more after three hours from the commencement of a shift, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 7.5 below.

7.5 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.

7.6 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.

8. Quality Building Materials

Intent - *The employer is committed to providing a quality product and as such has policies or processes in place that ensures all building materials will comply with the relevant Australian standard where relevant.*

8.1. 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.

(d) 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.

8.2. 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.

8.3. In order to maintain compliance with the Code, and in line with other regulatory requirements, the Employer will maintain records in accordance with relevant legislation.

8.4. 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 8.3 above.

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Part C: Administration

1. Consultation

Intent - *The employer acknowledges that communication with employees is important to productive and effective workplace relationships. The employer will have established processes and channels to communicate with employees across the business. These processes will enable and foster effective two-way communication.*

1.1 Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the term of the Contract.

1.2 Consultative Committees may be set up for this purpose.

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

1.4 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.

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

1.5.1 all relevant information about the change including the nature of the change proposed;

1.5.2 information about the expected effects of the change on the Employees; and

1.5.3 any other matters likely to affect the Employees.

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

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

1.8 "Significant Effect" under clause 1.3 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; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

1.9 Consultation about changes to rosters or hours of work

Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee(s) affected and, if required their representative, about the proposed change.

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

1.10.1 discuss with the relevant Employees the introduction of the change;

1.10.2 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:

1.10.2.1 all relevant information about the change, including the nature of the change;

1.10.2.2 information about what the Employer reasonably believes will be the effects of the change on the Employees; and

1.10.2.3 information about any other matters that the Employer reasonably believes are likely to affect the Employees;

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1.10.3 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; and

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

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

2. Disputes Settlement Procedure

2.1 A major objective of this Document 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 Document or incidental to the operation of the Document should be dealt with as close to its source as possible. Disputes over matters arising from this Document (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.

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

2.3 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.

2.4 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.

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

2.6 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.

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

3. Security of Payments

Intent - *The employer recognises the importance of prompt payments to suppliers and is compliant with legislation relating to security of payments including the Building Industry Fairness (Security of Payment) Act 2017 (QLD) and the Building Code 2016.*

3.1 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.

3.2 The Employer acknowledges its obligations under the Building Industry Fairness (Security of Payment) Act 2017 (Qld).

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3.3 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.

3.4 The Employer will:

3.4.1 comply with all applicable laws and other requirements relating to the security of payments that are due to subcontractors;

3.4.2 ensure that payments which are due and payable are made in accordance with applicable legislative requirements including the Code and are not unreasonably withheld;

3.4.3 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

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

3.5 The Employer will keep records demonstrating its compliance with clause 3.4 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 3.4 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).

4. Sham Contracting

Intent - *The employer has appropriate processes in place to prevent sham contracting arrangements.*

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

4.2 The Employer recognises that the practice of sham contracting is unlawful and undermines the job security of the Employees covered by this Document. The Employer will ensure that sham contracting does not occur and agree that sham contracting is prohibited by this Document. 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:

4.2.1 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

4.2.2 if the contract were entered into with the individual, the contract would be a contract of employment.

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

4.3.1 the name of the Contractor;

4.3.2 the owner(s) of the Contractor;

4.3.3 the works that the Contractor was engaged to perform;

4.3.4 basis on which the Contractor was paid for the work e.g. lump sum/fixed price, daily rate, other; and

4.3.5 advice as to whether the works that the Contractor was engaged to perform were previously performed by an Employee covered by this Document.

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

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

4.5.1 175% of the applicable rate; plus

4.5.2 The site allowance (if applicable); plus

4.5.3 The multi-storey allowance (if applicable); plus

4.5.4 Contributions to the nominated Superannuation fund and redundancy contribution fund.

5. Engagement of Non-Citizens or Non-Residents

Intent - *The employer is committed to providing employment opportunities to locals within the region, Queenslanders and Australians. As such, the employer will avoid employing non-citizens and non-residents of Australia.*

5.1 In this clause the term temporary engagement of non-citizens or non-residents 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.

5.2 The Employer recognises that the engagement of temporary non-citizens or non-residents may undermine the job security of the Employees covered by this Document. The parties wish to limit the circumstances in which non-citizens or non-residents can be engaged so as to ensure the job security of the Employees covered by this Document.

5.3 The Employer will not engage temporary non-citizens or non-residents unless:

5.3.1 the position is first advertised in Australia; and

5.3.2 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

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

5.3.4 the employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job;

5.3.5 temporary non-citizens or non-residents will be engaged in accordance with this Document.

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

Where an employer engages temporary non-citizens or non-residents 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.

6. Relationship to Awards and Other Documents

Intent - *Where the employer has an industrial agreement, the provisions result in employees being better off overall than if they were employed under the relevant Award.*

6.1 The following instruments are incorporated into this Document:

(a) *Building and Construction General On-site Award 2010;*

(b) *Mobile Crane Hiring Award 2010;*

(c) *Electrical, Electronic and Communications Award 2010;*

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(d) *Plumbing and Fire Sprinklers Award 2010;*

(e) *Asphalt Industry Award 2020;*

(f) *Concrete Products Award 2020;*

(g) *Premixed concrete Award 2020;*

(h) *Professional Employees Award 2020;*

(i) *Rail Industry Award 2020; and*

(j) *Surveying Award 2020*

(k) *IRC 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*

7. Compliance with this Document

Intent - *The employer has document procedures that outline a process an employee must follow if they have a grievance relating to their industrial instrument.*

7.1 Complaints, queries and concerns regarding entitlements paid in relation to the Award or this Document shall be raised and resolved in accordance with the disputes procedure in this Document. 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.

7.2 In addition to above, the Parties recognise their ongoing legal requirement to be compliant with Australian laws and regulations.

7.3 The Employer will conduct an audit using the Audit Form to confirm compliance with:

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

7.3.2 Legislative requirements such as:

7.3.3 the Fair Work Act 2009;

7.3.4 QLD Workers Compensation;

7.3.5 Superannuation; and

7.3.6 Long Service Leave.

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

8. Positing of Documents and Notices

Intent - *The employer makes available of copy of the relevant industrial instrument to all employees.*

8.1 A true copy of this Document 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.

9. Severability

Intent - *The employers industrial instrument has a severability clause that ensures if any part of the agreement is considered a non-permitted matter, the remaining content of the agreement is enforceable.*

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

10. Time and Wages Records

Intent - *The employer keeps sufficient time and wages records to meet legislative requirements.*

10.1 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:

- name of Employer;
- name of Employee;
- employee's classification;
- date of payment and period covered by wage statement;
- details of the number of ordinary hours worked;
- details of the number of overtime hours worked;
- the ordinary hourly rate and amount paid at that rate;
- the overtime hourly rates and the amounts paid at that rate;
- the gross wages paid;
- the net wages paid;
- details of any deductions made from wages;
- details of all accrued entitlements such as RDOs, personal leave, annual leave etc.; and
- details of the Employer Superannuation contribution, including when the contribution was made and the amount details of the Employee contribution, including when contribution was made and the amount.
- details of Income Protection insurance (if applicable)

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

- the Employee's date of birth;
- date when the Employee became an Employee of the Employer, if appropriate, the date when the Employee ceased employment with the Employer;
- the Employee's tax file number;
- the Employee's Superannuation Membership number;
- daily details of work including;
    - daily start time and finish time;
    - time lunch and crib breaks taken;
    - total ordinary hours worked and resulting wage;
    - total time and a half hour worked and resulting wage;
    - total double time hours worked and resulting wage;
- details of allowances paid;
- details and payment for RDOs, Personal and annual leave, public holidays;
- details of deductions;
- details of additions;
- total gross allowances paid per week and year to date;
- total gross wages paid per week and year to date;
- tax deducted from wages per week and year to date;

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- net wages per week and year to date;
- RDO's, sick and annual leave accrued per week and year to date;
- Superannuation and Redundancy contributions paid per week and year to date;
- Details related to Income Protection insurance (if applicable).

11. Union Representatives and Delegates

Intent - *The employer respects the role unions play in workplaces. Where the employer has union delegates, they will acknowledge and respect their role in the workplace.*

11.1 Where an Employee has been elected as a Union Delegate, 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 to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;

(c) the right to place information related to permitted matters in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws;

(d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;

(e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace;

(f) the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts;

(g) the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts;

(h) the right for reasonable time off to attend accredited union education;

(i) the right to take reasonable leave to work with the Union; and

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

12. Union Training Leave

12.1 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.

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

12.3 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.

12.4 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.

12.5 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 grant leave when an eligible Union Delegate is otherwise entitled.

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12.6 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 classification rate including, shift work loadings where relevant.

12.7 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.

12.8 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.

12.9 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.

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

13. Union Delegate Facilities

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

(a) a telephone;

(b) reimbursement for 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 (if available on site) use of e-mail, following consultation between the Union Delegate and Site Management;

(g) a private lockable area.

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Part D: Major Project Arrangements

The conditions contained within Part D are applicable only to projects over $300 million.

1. Income Protection

1.1 *To make up for absence without pay due to incapacitation of the Employee, the Employer will provide income protection insurance for Employees covered by this Document.*

1.2 The following funds have been identified as applicable for the purposes of the provision of income protection insurance:

i. Civil construction and Services Classifications: CIPQ
ii. Electrical classifications: Energy Super
iii. Mechanical Classifications: Wageguard

1.3 The Employer shall contribute no less than $xxxx per week.

1.4 To remove any doubt, the contribution will not be paid directly to the Employee.

1.5 If the Employer does not contribute to an applicable income protection fund the amount required under clause 1.3 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.

2. Major Project Allowance

2.1 *Major Project Allowance as detailed below will be paid as a flat amount for each ordinary 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	***Applicable Allowance***
$300m-$400m	*$xxxx*
$400m-$500m	*$xxxx*
$500m-$600m	*$xxxx*
$600m-$700m	*$xxxx*
$700m +	*$xxxx*

2.2 Major Projects Allowance is not subject to any premium or penalty and shall compensate for all disabilities other than:

a. Heavy Blocks
b. Explosive Powered Tools
c. Scaffolder's Licence Allowance
d. Unbacked Insulation
e. Swing Stage
f. Height / Multi-Storey

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Appendices

Appendix A: Standard Definitions

The following definitions shall apply to this Document:

ACIRT means the Australian Construction Industry Redundancy Trust (ABN 39 062 330 170).

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

Australian Super is the nominated superannuation fund for the AMWU.

Award means the industrial instruments as outlined in Part C, clause 6 of this document.

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.

Best Practice Principles means the State of Queensland's Best practice principles: Quality, safe workplaces policy document, as amended from time to time.

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.

Casual Employee means an Employee employed on an occasional basis and whose work pattern is not regular or systematic.

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

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

CIRT means The Contracting Industry Redundancy Trust (ABN 49 011 050 329).

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

Competency Based Training means a method of training based on occupational skills standards which are set out in units of competency within training packages and accredited courses.

Consultative Committee means a representative group who meet regularly for the purpose of reviewing work related issues.

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 six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

Day Work means work commencing between 6.00 am and 10.00am, Monday to Friday.

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

Employee means an employee of the Employer.

Employer means the company that employs workers who are engaged in civil construction works within the State of Queensland for which classifications are prescribed by this Document.

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Energy Super means Electricity Supply Industry Superannuation (Qld) Ltd (ABN 30 069 634 439, AFSL 336567).

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

FWC means the Fair Work Commission.

HSR means Health and Safety Representative elected to represent workers on health and safety and matters have responsibilities under the WHS Act.

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

JetCo means the Joint Electrical Training Council, which is CRITs associated training fund.

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

Local Employee means an Employee whose normal residential home base is within reasonable travel distance to the applicable work site each day.

National Training Package means endorsed collections of reference materials that define the national standards and qualifications for recognising and assessing people's skills in specific vocations.

NES means the National Employment Standards prescribed by the *Fair Work Act 2009 (Cth).*

Non-Local Employee means an Employee who cannot reasonably travel to the applicable work site from their normal residential home base each day.

Onsite means work that does not include the following:

- The off-site prefabrication of made-to-order components to form part of any building, structure or works, unless that work is performed on an auxiliary or holding site that is separate from the primary construction site or sites.
- The transportation or supply of good to be used for any of the work mentioned above (in the BCIIP Act definition of 'building work'), directly to construction sites where that work is being or may be performed.

Overtime means any time worked in excess of or outside of the ordinary working hours as prescribed in Part A, clause 5 of this Document.

Person Conducting a Business or Undertaking (PCBU) means a business or an undertaking that is either conducted alone or with others, whether or not for profit or gain.

Protect is the nominated redundancy fund for the AMWU.

QIRC means Queensland Industrial Relations Commission.

QLD Workers' Compensation means a type of insurance through WorkCover Queensland that can pay the wages and medical costs of employees who have been injured in the performance of their duties.

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

RDO means rostered day off.

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:

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(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.

STQ means Service Trades Queensland.

Tradesman means an employee who possesses as a minimum qualification a trade certificate.

Traditional Owners means an indigenous person who is a member of a local descent group having certain rights and responsibilities in relation to a tract of land or area of sea.

Union Delegate means an Employee elected by Union members and a member of an employee organisation entitled to represent the industrial interests of employees employed by the Employer as required. All parties to this Document shall be notified as soon as practicable after the election of a Union Delegate.

Union Representative means a member of an employee organisation entitled to represent the industrial interests of employees.

Union means the;

- *AMWU;*
- *AWU;*
- *CEPU;*
- *CFMEU; and*
- *ETU.*

Verification of Competency (VOC) means an assessment of an employee's knowledge and skills to assist in deeming staff competent to perform a task or operate plant and/or equipment.

Wage Guard is the nominated income protection insurance provider for the AMWU.

Wage Rate means the Employee's ordinary hourly rate of pay as set out in this Document.

Welcome to Country means a ceremony that is performed by indigenous Traditional Owners for people visiting their Country.

Wet Bulb Globe Temperature Index means the measure of the heat stress in direct sunlight, which takes into account temperature, humidity, wind speed, sun angle and cloud cover.

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

WHS Committee means a group of workers that have been nominated to develop and review health and safety policies and procedures for the workplace.

WHS Representative means Health and Safety Representative elected to represent workers on health and safety and matters have responsibilities under the WHS Act.

Workplace Impairment Policy and Procedures means the Workplace Impairment Policy and Procedures as set out in the Impairment Policy.

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Appendix B: Classification Structure and Level Descriptions

Construction Worker/Labourer Classifications

The Civil Worker (CW) classifications will apply to Employee(s) performing work of the nature of Civil Construction who are engaged in the classifications set out below and are employed to perform the works set out in this Document.

Determination of Classification for individual Employees:

The appropriate classification level will be determined by the primary role in which a person is engaged to perform by the Employer, regardless of that person's level of skill.

i. This means that the appropriate classification level for an individual will be determined on a task rather than skill basis.

ii. Individual classification levels will only change where the primary task for which the individual is engaged changes.

Classification	Definition
CW1	New Entrant (an entry level with less than 12 months experience) General Labourer Stores Assistant
CW2	Skilled General Labourer Earthworks Trim Grade Checker Heavy Plant Spotter Concrete Gang Concrete Float Hand Paving Stringliner Store-person Yardman Chainman
CW3	Elevated Work Platform Operator with Ticket Hoist Driver Concrete Finisher Form Worker Road Roller Operator under 12T Heavy Mobile Plant Operator (0-5T) Ticketed Dogman Steel fixer Ticketed Forklift Driver Ticketed Rigger/Scaffolder Telehandler (Up to 4.5T) Hiab Operator Shotcreter Shotcrete Crew Painter
CW4	Concrete Line Pump Operator Road Roller Operator 12T and over Concrete Finisher Concrete Paving Spreader Non-certified Tradesperson WHSO
CW5	Trade Qualified Tradesperson Crane Operator (5-20T) Operators of: Tractor up to but not exceeding 48kw (65bhp), Skid Steer Excavator up to but not exceeding 48kw (65bhp), Dumper/Water Cart not exceeding 40T, Mobile Concrete Pump Boom, Forklift not exceeding 48kw, Shotcrete Placing Machine, Paver Gantry Crane Operator
CW6	Heavy Mobile Plant Operator (>20T-60T) Operators of:

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	Tractor 48kw up to but not exceeding 370kw, Loader-Front End and Overhead from 48kw up to but not exceeding 370kw including:960, 966, 980, Dry Batch Plant, Pug Mill, Skid Steer Tractor from 48kw, Forklift from 48kw but not exceeding 220kw, Excavator not exceeding 3cubic metres, Dumper/Water Cart over 40T but not exceeding 100T, Dozer D8 without GPS, Compactor 825 without GPS, Graders 140,143,14,16 without GPS
CW7	Heavy Mobile Plant Operator (>60-100T) Operators of: Tractor from 370kw up to but not exceeding 450kw including Scraper 651/ Dozer DION, Trimmer, Excavator from 3 cubic metres, Loader-Front End and Overhead from 370kw up to but not exceeding 450kw, Wet batch Plant, Scraper 651, Compactor 825 with GPS, Graders 140,143,14,16 with GPS, Dozer D8 with GPS Tower Crane Operator
CW8	Heavy Mobile Plant Operator (>100T) Operators of: Tractor from 450kw including Dozer D11, D10-48kw, 475, Grader with Final Trim, Scraper 637

Mobile Crane Classifications

Rigger/Dogman
Up to 20 tonnes
Over 20 tonnes and up to 60 tonnes
Over 60 tonnes and up to 100 tonnes
Over 100 tonnes and up to 200 tonnes
Over 200 tonnes and up to 300 tonnes
Over 300 tonnes and up to 400 tonnes
Over 400 tonnes and special purpose cranes

Piling Classifications

Classification	Definition
CW1	Foundation Labourer (FL1)
CW2	Foundation Labourer (FL2)
CW3	Foundation Labourer – Skilled (FLS) Foundation Operator (FO)
CW4	Senior Foundation Operator (SFO)
CW5	Junior Supervisor
CW6	Working Supervisor
CW7	Senior Supervisor

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Electrical Worker Classifications

Classification	Definition
Grade 2	An Electrical Worker Grade 2 is an employee who is engaged in assisting a tradesperson, provided that such assistance shall not include the work of a tradesperson and; (a) Without limiting the scope of the work, an employee may perform unskilled tasks as directed to the level of their training; (b) is an employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.
Grade 3	An Electrical Worker Grade 3 is an employee who works under direction, may be required to perform the work of an Electrical Worker Grade 2 and; (a) without limiting the scope of the work, the employee may perform the work described below to the level of their training: (i) is engaged in store work; or (ii) is qualified and required to drive or operate the employer's machinery, plant or equipment incidental to their primary task or functions, including truck attendants; or (iii) inspects and tests fire alarm or security alarm equipment; or (iv) under the supervision of a tradesperson or electronics serviceperson; (1) installs radio, communications and related equipment including antenna; or (2) installs fire alarm or security alarm equipment; or (3) installs data and communication cabling. (b) provided that this person shall not undertake tasks requiring the skills of a tradesperson.
Grade 4	(1) An Electrical Worker Grade 4 is an employee who: (a) has worked for not less than one year in the industry, or holds the equivalent experience, and, without limiting the scope of the work, and to the level of their training, is an employee who: (i) performs scaffolding or rigging that is incidental to their primary task or functions (assisting a licensed electrical worker to perform electrical work); or (ii) is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or (iii) has worked for not less than one year as an Electrical Worker Grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson: (1) installs radio, communications and related equipment including antenna; or (2) installs fire alarm or security alarm equipment; or (3) installs, terminates and tests data, and communication cabling (iv) Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical Worker and works without assistance and supervision. (c) Provided that this person shall not undertake tasks requiring the skills of a tradesperson. (2) Included in this grade is the work of: (a) Purchasing Clerk/Storeperson; (b) Electronic Equipment Tester/Installer Level 2; and (c) Alarm security tester grade 2.
Grade 5	(1) An Electrical Worker Grade 5 is employed to use the skills acquired through the training specified below and is an employee who; (a) who holds a trade certificate or tradesperson's rights certificate in an electrical trade; or (b) has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or (c) has successfully completed an appropriate instrumentation trade course; or (d) holds an appropriate electrical/refrigeration/air conditioning trade certificate; or (e) has successfully completed an appropriate trade course in linework or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge. (2) Included in this grade is the work of: (a) Electrical Fitter; (b) Electrical Fitter (Instrumentation and Process Control); (c) Electrical Mechanic; (d) Alarm Security Technician Grade 1; (e) Alarm Security Tester Grade 3; (f) Television/radio/electronic Serviceperson/mechanic Level 1;

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	(g) Instrument Tradesperson Level 1; (h) Refrigeration/Air-Conditioning Tradesperson Level 1; and (i) Linesperson/Cable Jointer Level 1.
Grade 6	(1) An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition (a) has successfully completed (i) 33% of the qualification specified for Grade 7; or (ii) equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the Document; or (b) has acquired equivalent standard of skills as defined above as agreed between the parties to the Award through other means including a minimum of one years' experience as an Electrical Worker Grade 5. (c) is employed to use the skills acquired through the training or experience specified. (2) Included in this grade is the work of: (a) Electrical Tradesperson Level 2; (b) Television/Radio/Electronic Serviceperson Level 2; (c) Instrument Tradesperson Level 2; (d) Refrigeration/Air-Conditioning Tradesperson Level 2; (e) Linesperson/Cable Jointer Level 2; and (f) Alarm/Security Technician Grade 2
Grade 7	(1) An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who: (a) has successfully completed a Post Trade Certificate or has acquired the same standard of skills through other means including a minimum of 2 years' experience in the industry, (b) is employed to use the skills acquired through the training and/or experience specified. (2) Included in this grade is the work of: (a) Alarm/Security Technician Grade 3; (b) Communications Tradesperson - Special Class; (c) Electrical Linesperson - Live Line; (d) Electrician Special Class; (e) Electronic Serviceperson Grade 3; (f) Instrument Tradesperson - Complex Systems; (g) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 3; and (h) Television/Radio/Electronic Serviceperson Grade 3.
Grade 8	(1) An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who: (a) has successfully completed a Post Trade Certificate or "X%" of an Advanced Certificate or its equivalent and in addition has not less than 2 years' experience as an Electrical Worker Grade 7; and (b) is employed to use the skills acquired through the training and/or experience specified. (2) Included in this grade is the work of: (a) Electronic Tradesperson; (b) Instrumentation and Controls Tradesperson; (c) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 4; and (d) Installation Inspector.

Mechanical Worker Classifications

Classification	Definition
MW1	Basic Mechanical Trades Assistant Storeperson Lagger Truck Driver (MR, HR)

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MW2	Experienced Mechanical Trades Assistant Mechanical Trades Assistant-Truck Driver (MR, HR) Mechanical Trades assistant + Rigger (basic) Dogger
MW3	Mechanical Fitter Hydraulic Fitter Boilermaker Pipe Fitter Machinist Sheet Metal Worker
MW4	Sheet Metal Worker + Marker/setter out Boilermaker + Marker/setter out Boilermaker + Welder (non-certified) Mechanical Fitter - Hydraulic Mechanical Fitter - Pneumatic Mechanical Fitter - Machinist
MW5	Boilermaker + Welder (tested 1554 SP) Boilermaker - Pressure Pipe/vessels Mechanical Fitter - Pneumatic - Hydraulic Mechanical Fitter - Pressure Pipework
MW6	Boilermaker – Quality Checker Boilermaker + Pipe Fitter + Welder (AS 1796) Boilermaker + Marker/setter out + Welder Mechanical Fitter - Systems experience Boilermaker Welder - Tested to AS 1554SP or AS1796 or ASME IX

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Fire Sprinkler Services Classifications

Classification	Definition
Sprinkler Fitting Trades Assistant	Work performed by a Trades Assistant is limited to work of an 'unskilled nature'. Work of an unskilled nature means: • Organising tools; • Painting pipe; • Carrying pipe around the work site; • Laying pipe out; • Assisting in measuring up; • Concreting around pipes; • Installing penetration seals; • Assisting in fire rating; • Cleaning up; • Carrying out other labouring tasks (e.g. Digging holes, loading and unloading material and equipment); and • Picking up and delivering material and equipment to site.
Sprinkler Fitting Tradesperson Level 2	A Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who: has successfully completed three appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience, subject to having successfully completed a skills test equivalent to the structured training requirements for this level. A Sprinkler Fitting Tradesperson Level 2 works above and beyond a Sprinkler Fitting Tradesperson Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • works under general supervision either individually or in a team environment; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a work team; • exercises discretion within their level of training; • has knowledge of occupational, health and safety requirements subject to the level of their training; and • reads, interprets and applies information from plans.
Sprinkler Fitting Tradesperson – Special Class Level 1	A Sprinkler Fitting Tradesperson - Special Class Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed six appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. A Sprinkler Fitting Tradesperson - Special Class Level 1 works above and beyond a Sprinkler Fitting Tradesperson Level 2 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a team; • exercises discretion within the scope of this grade; • works under limited supervision, either individually or in a team environment; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular task: • exercises precision trade skills using various materials and/ or specialized techniques; • schedules and plan work activity; • writes brief reports on work activity; • has knowledge of the Australian Standards applying to their sphere of work;

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	• recognises hazards associated with tasks in their field of work; and • exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.
Sprinkler Fitting Tradesperson – Special Class Level 2	A Sprinkler Fitting Tradesperson - Special Class Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed nine appropriate modules in addition to the requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. A Sprinkler Fitting Tradesperson - Special Class Level 2 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • provides trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works under limited supervision either individually or in a team environment; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular task: • exercises high Precision Trade Skills using various materials and/ or specialised techniques. and • exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.
Advanced Sprinkler Fitting Tradesperson Level 1	An Advanced Sprinkler Fitting Tradesperson Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed ten and half appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. An Advanced Sprinkler Fitting Tradesperson Level 1 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 2 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • exercises discretion within their level of training; • is able to provide trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works under limited supervision either individually or in a team environment; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular task: • exercises high Precision Trade Skills using various materials and/ or specialised techniques; and • exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, C02 systems, deluge systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.

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Advanced Sprinkler Fitting Tradesperson Level 2	An Advanced Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed 12 appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. An Advanced Sprinkler Fitting Tradesperson Level 2 works above and beyond an Advanced Sprinkler Fitting Tradesperson Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • undertake quality control and work organisation at a level higher than for Advanced Sprinkler Fitting Tradesperson Level 1. • provide trade guidance and assistance as part of a work team. • assist in the provision of training to Employees in conjunction with supervisors/ trainers. • perform maintenance planning and predictive maintenance work within their field of work. • prepare reports of a technical nature on specific tasks or assignments as directed; and • exercise broad discretion within the scope of this level. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade Training to enable the Employee to perform the particular task: • use information from plans to identify, diagnose and solve problems related to their sphere of work; • be able to identify any deviations from plans and sketches; • schedule and plan work for a team and provide brief reports on the progress and quality of the work; • exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, CO2 systems, deluge systems, pumps and pump control systems, hydrant systems, hose reels, combined systems or explosive suppressive systems; and exercising diagnostic skill in respect to various systems in fire protection

Plumbing and Mechanical Services Classifications

Classification	Definition
Plumbing and Mechanical Services Sheet Metal Worker Level 1(a)	New entrant under the age of 21
Plumbing and Mechanical Services Sheet Metal Worker Level 1(b)	New entrant over the age of 21
Plumbing and Mechanical Services Worker Level 3	A Plumbing and Mechanical Services Worker Level 3 is an employee who: • has successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Level 2 consisting of formal structured training agreed to between the parties to this document: or • has obtained equivalent skills gained through work experience subject to competency testing to the prescribed standards covering the content of the above agreed modules of training; or • is a licensed Drainer. Employees at this level perform work to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises good interpersonal communication skills; • exercises discretion within their level of training; • understands and applies quality control techniques;

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Plumbing and Mechanical Services Worker Level 3	• performs work under general supervision either individually or in a team environment; • has knowledge of the four streams within the building and construction industry and how they inter-relate; • works in a safe manner; • having been given adequate written or verbal instruction, is able to control their own schedule of work and meet objectives with general supervision; • is capable of detailed measuring techniques; • interacts with and assists Employees of other companies on site or at the workplace; and • anticipates and plans for constant changes to the work environment. The following indicative tasks which an Employee at this level may perform are subject to the Employee having completed the appropriate training to perform the particular task: • operating a laser when carrying out levelling; • reading and interpreting plans and specifications; • operating machinery and equipment; • assisting with informal on-the-job guidance to other Employees to a limited degree; and • performing work for which a Drainers license is required
Plumbing and Mechanical Services Tradesperson Level 1	A Plumbing and Mechanical Services Tradesperson Level 1 is an employee who is not a licensed drainer and who is not performing mechanical services pipe-work, but who performs work of a skilled trade nature for which registration with a recognised licensing authority is not required, although the person may not be formally trade qualified, and who is able to exercise the skill and knowledge of the relevant trade. Indicative tasks which an Employee at this level may perform include: • exercises good interpersonal and communication skills; • reads, interprets and applies information from plans; • understands and applies quality control techniques; • exercises discretion within the scope of this grade; • performs work under general supervision either individually or in a team environment; • is able to perform tasks safely and be able to identify hazards within their sphere of work; • assists with informal on-the-job guidance to a limited degree; • performs non-trade tasks incidental to their work; • has knowledge of the fields of work within the Services Stream (Plumbing and Mechanical Services) and how they relate to the other areas of the services stream; and • performs work which, while primarily involving the skills of the plumbing and mechanical services trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training. The Plumbing and Mechanical Services Tradesperson Level 1 classification incorporates any worker working in any classification covered by the scope of this document, or the Award as it applied prior to this document, who is not: • engaged on tasks purely of an unskilled nature; • a Licensed Drainer; • a Licensed Plumber; • a Licensed Gasfitter; • a Mechanical Plumber performing any Mechanical Services pipe-work; or • holding a trade certificate level 3 in a trade within the national plumbing training packages.

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Plumbing and Mechanical Services Tradesperson Level 2	A Plumbing and Mechanical Services Tradesperson Level 2 is either a: • Plumbing and Mechanical Services Tradesperson Level 1 who has successfully completed three appropriate modules within an approved skills package in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or • person who holds a trade certificate level 3 within the national plumbing training packages relevant to work being performed under this document; or • person who holds a trade certificate level 3 in Engineering – Fabrication. A Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond a Plumbing and Mechanical Services tradesperson Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • works under general supervision either individually or in a team environment; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a work team; • exercises discretion within the scope of this grade; • has knowledge of occupational, health and safety requirements subject to the level of their training; and • reads, interprets and applies information from plans.
Plumbing and Mechanical Services – Special Class Level 1	A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson Level 2 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a team; • exercises discretion within the scope of this grade; • works under limited supervision, either individually or in a team environment; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the employee to perform the particular tasks: • exercise precision trade skills using various materials and/ or specialised techniques; • schedule and plan work activity; • write brief reports on work activity; • have knowledge of the Australian Standards applying to their sphere of work; • recognise hazards associated with tasks in their field of work; and • exercise skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.
Plumbing and Mechanical Services – Special Class Level 2	A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 who has successfully completed : three appropriate modules in addition to the requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification;

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	• provides trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works either independently within the skill level of the Employee, or in a team environment with limited supervision; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks: exercises high precision trade skills using various materials and/ or specialised techniques; and exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.
Advanced Plumbing and Mechanical Services Tradesperson Level 1	An Advanced Plumbing and Mechanical Services Tradesperson Level 1 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 who has who successfully completed:1.5 appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 2; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. An Advanced Plumbing and Mechanical Services Tradesperson Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • exercises discretion within their level of training; • is able to provide trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works either independently within the skill level of the Employee, or in a team environment with limited supervision; and • reads, interprets and applies information from plans; • The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks: • exercises high precision trade skills using various materials and/ or specialised techniques; • possesses effective written and verbal skills in order to provide concise reporting and communication; and • exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.
Advanced Plumbing and Mechanical Services Tradesperson Level 2	An Advanced Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond an Advanced Plumbing and Mechanical Services Tradesperson Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • undertakes quality control and work organisation at a level higher than for an Advanced Plumbing and Mechanical Service Tradesperson Level 1; • provides trade guidance and assistance as part of a work team; • assists in the provision of training to employees in conjunction with supervisors/ trainers; • performs maintenance planning and predictive maintenance work within their field of work; • prepares reports of a technical nature on specific tasks or assignments as directed; and • exercises broad discretion within the scope of this level. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks: • use information from plans to identify, diagnose and solve problems related to work in a specific field; • be able to identify any deviations from plans and sketches;

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	• schedule and plan work for a team and provide brief reports on the progress and quality of the work; • exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or consumer piping systems; and • exercises diagnostic skills in respect of various systems in plumbing and mechanical services.

Roofing Classifications

Classification	Definition
Roof Plumber Level 1	First 12 months of employment only
Roof Plumber Level 2	80% competent to trade level
Roof Plumber Level 3	Fully competent to trade level
Roof Plumber Level 4	Possessing relevant Certificate III trade qualification

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Appendix C: Additional Electrical Trade Definitions

Classification Definitions

Alarm/Security Technician Grade 1" means a tradesperson employed to carry out repairs and maintenance of alarm/control panels, detectors, pumps, fire suppression signs, bells and other associated equipment in the industry of fire-alarm servicing.

In the industry of security servicing, the tradesperson is employed in the field of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

"Alarm/Security Technician Grade 2" means an Alarm/Security Technician Class I who is engaged on complex or intricate circuitry or both, the performance of which requires the use of "Additional knowledge" as defined below.

Additional knowledge may be acquired through a minimum of 2 years on-the-job experience as a serviceperson, working on the company's installations and equipment.

"Alarm/Security Technician Grade 3" means an Alarm/Security Technician who:

(a) has not less than one year of experience as such and who has satisfactorily completed an appropriate electronics post trades course,

(b) has not less than 2 years' experience with the employer as such, and who possesses a thorough knowledge of the employer's company and processes and who is capable of servicing all the equipment associated with such company, and who is employed to maintain, test, modify services and/or repair complex and intricate electrical, electronic circuits or components, equipment, apparatus and/or devices used in industrial applications in the fire-alarm/security systems industry, and for which the performance of such work requires a higher skill than required by a tradesperson employed on basic service work.

"Alarm/Security Technician Grade 4" means an Alarm/Security Technician Grade 3 who is engaged in applying their knowledge and skills to the tasks of repairing, maintaining, servicing, modifying, commissioning, fault finding and diagnosing various forms of systems which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Alarm/Security Technician Grade 4, a tradesperson must have at least 3 years on-the-job experience in electronic systems utilising integrated circuits, and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as an Alarm/Security Technician Grade 4, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in this definition.

(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

"Alarm/Security Tester Grade 1" means a person employed to inspect and test alarm/control panels, fire suppression equipment, detectors, signs, bells, pumps and associated equipment in the industry of fire-alarm servicing. In the industry of security servicing, the "Alarm/Security Tester" is employed to inspect and test in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external security lighting devices and associated equipment.

In addition to those duties, the "Alarm/Security Tester" is capable of preparing written reports on the conditions, suitability and requirement for the abovementioned equipment. The Tester will be able to accurately identify faults in systems and report them expeditiously as required, as well as prepare reports detailing all requirements for the testing of systems in their test run.

"Alarm/Security Tester Grade 2" means an "Alarm/Security Tester" capable of testing any electrical system including but not limited to halon, CO2, ansul, emergency lighting, evacuation systems, all fire detection and suppression systems and

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associated equipment. The employee with minimal supervision and assistance will be able to interchange test runs and demonstrate the operation of systems to clients, insurers and appropriate personnel.

"Alarm/Security Tester Grade 3" means a person, or holder of industry recognised accreditation, which may be granted to persons who through industry experience, have gained the necessary skills, and are able to carry out all aspects of a Tester Grade 2 scope of work and are employed to carry out repairs and maintenance of alarm/control panels, detectors, fire suppression signs, bells and other ancillary associated equipment in the industry of fire alarm servicing, excluding authority provided power supplies or works on live side of isolating devices.

In the industry of security servicing, the person is employed in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

"Communications Tradesperson - Special Class" shall mean a Radio Mechanic, Electrical Fitter or an Electrical Mechanic, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson, working mainly on such complex and/or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable: and

(b) having, by virtue of either the satisfactory completion of an appropriate post trade course in electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

"Electrical Fitter" shall mean an employee who is mainly employed in the workshops manufacturing, fitting, and repairing electrical instruments, machines, and apparatus. Electrical fitting in this definition shall include armature and transformer winding, and people solely engaged in making and repairing instruments. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Fitter (Instrumentation and Process Control)" means an employee who is required to make and/or modify, test, install, adjust and repair, plant instrumentation involving process control equipment including instruments incorporating mechanical, pneumatic, hydraulic, electrical and electronic functions.

The legitimate possession of the appropriate certificate issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Labourer" shall mean an employee, not otherwise provided for in this Document, who is doing work necessary for electrical work.

"Electrical Linesperson" shall mean an employee engaged in overhead construction and maintenance work, and running, fixing, connecting, and maintaining electrical conductors outside of buildings, or an employee engaged in sapping poles, cutting chocks for arms, and fitting arms to poles while the poles are lying on the ground. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Linesperson - Live Line" shall mean an Electrical Linesperson as defined in this Document who is required to carry out "Live Line Work" as prescribed in the Electricity Act 1994.

Such employee may perform "Live Line Work" while the employee remains so authorised by the State Electricity Commission of Queensland in accordance with the said Act.

"Electrical Mechanic" shall mean an employee engaged in placing or affixing or running electrical conductors of all kinds and for all purposes from the point of supply to the point of utilisation, and also in the fixing inside of buildings and vehicles of all kinds of conduits and conductors. It shall include the erecting and connecting up of dynamos, motors, and switchboards, and the connecting up of all instruments and apparatus at the point of utilisation and supply for all

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purposes, including power, lighting, heating, and smelting, and safe working instruments, apparatus, telephones, bells, public address systems, wireless apparatus, meter fixing, connecting of meters, and the erection, overhauling and repairing of storage batteries and the assembling and renewing of finished parts, and the marking out and mounting of any switchboards, and the effecting of any repairs to electrical machines and appliances when it is necessary to carry out the work on the spot, or is incidental to such necessary work. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Storeperson" shall include an employee responsible for storing, receiving and issuing tools, parts and testing equipment in or in connection with an electrical, including radio and television, workshop and/or depot, but shall not include storepersons employed in any retail or wholesale establishment who receive, store or issue television, radio or electrical equipment and who are provided for in any other Agreement.

"Electrical Tradesperson's Assistant" shall mean an employee directly assisting a tradesperson.

"Electronic Equipment Tester/Installer Grade 1" means an employee engaged on the alignment, installation and testing of radio, communications and related equipment, installing fire alarms and/or security alarm equipment, or installing data and communication cabling, including the locating of faults not requiring the skills of a tradesperson.

"Electronic Equipment Tester/Installer Grade 2" means an employee who has had not less than one year at Level 1 or the equivalent experience. Provided that an Electronic Equipment Installer Level 2 shall not undertake tasks requiring the skills of a tradesperson.

"Electronic Serviceperson Grade 1" means an adult employee engaged on radio, communications and related equipment which requires the application of general trades experience gained through apprenticeship in that work.

"Electronic Serviceperson Grade 2" means an Electronic Serviceperson Grade 1 who has had not less than one year's experience as a tradesperson working in the radio communication industry.

"Electronic Serviceperson Grade 3" means an Electronic Serviceperson Grade 2 who is engaged on complex or intricate circuitry or both, the purpose of which work requires the use of "additional knowledge" as herein defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson working on such complex or intricate circuitry work as will enable the tradesperson to perform such work unsupervised where necessary and practicable; and

(b) having by virtue of either the satisfactory completion of a prescribed post trades course in industrial electronics, radio or communications or the achievement of a comparable standard of knowledge by other means, including the on-the-job experience gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

"Electronic Serviceperson Grade 4" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 3, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment, on which the tradesperson is required to carry out their tasks. To be classified as an Electronic Serviceperson, Grade 4, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as Electronic Serviceperson, Grade 4, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry using diagrams and test equipment.

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in this definition.

(d) Preparing reports of a technical nature on specific tasks or assignments, as directed, and within the scope of the work as described in this definition.

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"Electronic Serviceperson Grade 5" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 4, who in addition to the requirements of the Electronic Serviceperson Grade 4, must have one further years on-the-job experience as a tradesperson working on electronic systems, but who in addition is required to maintain and repair multi-function printed circuitry using circuit diagrams and test equipment.

To be classified as an Electronics Serviceperson, Grade 5, a tradesperson must be engaged in applying their skills and knowledge to the tasks of designing, modifying, testing and diagnosing complex electronic systems related to radio and communications equipment.

"Electronics Tradesperson" means an electrical tradesperson working at a level beyond Electrician Special Class and who is mainly engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the system and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronics Tradesperson a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part time study.

In addition, to be classified as an electronics tradesperson a tradesperson must be required, as part of their duties, to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment.

(b) Work under minimum supervision and technical guidance.

(c) Provide technical guidance to other tradespersons or to management within the scope of the work described in this definition; and/or

(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

"Fire-alarm Systems" means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.

"Installation Inspector" shall mean an Electrical Mechanic who is employed by an Electrical Contractor or company which is principally engaged in providing independent installation inspections and who is qualified within the terms of the Electricity Act 1994, to act as an Installation Inspector and is employed as such. An Installation Inspector must have the following qualifications:

(a) Possess a certificate of competency as an Electrical Mechanic

(b) Has successfully completed a course conducted by the Department of Employment Vocational Education and Training at a TAFE College or approved skill centre comprising the following subjects:

(i) AEL 223 - Electrical Installation Work.

(ii) AEL 226 - Electrical Practices and Responsibilities.

(iii) AEL 122 - Electrical Installation Testing.

(c) Has at least 3 years recent experience in the Electrical Contracting Industry as an Electrical Mechanic or has at least 3 years recent experience as an Installation Inspector with an Electricity Authority in Queensland.

"Instrument Tradesperson" means a tradesperson who is mainly engaged in installing, (including the installing of inter connecting instrumentation wiring, not prohibited by the Electricity Act 1994 or hydraulic or pneumatic instrumentation tubing), repairing, maintaining, and servicing industrial instruments and control systems, including instruments and systems utilising integrated circuits.

An Instrument Tradesperson will have completed an apprenticeship, the greater part of which involved industrial instrumentation, or alternatively can demonstrate a knowledge and understanding of industrial instrumentation and can apply that knowledge and understanding to the tasks assigned by their employer. The required knowledge and

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understanding would have been gained by undertaking a formal training course run by a State Education Department or Technical Education Department or its equivalent or by at least 12 months on the job experience as a tradesperson at instrument work

"Instrument Tradesperson - Complex Systems" means an instrument tradesperson who is mainly engaged in installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles, including work on complex digital and/or analogue control systems utilising integrated circuits.

To be classified as an Instrument Tradesperson - Complex Systems, a tradesperson will have:

(a) had a minimum of 2 years on the job experience as a tradesperson working predominantly on complex and/or intricate instruments and instrument systems, as will enable them to perform such work under minimum supervision and technical guidance; and

(b) satisfactorily completed an appropriate post trade course equivalent to at least 2 years part time study or has achieved to the satisfaction of the employer, a comparable standard of skill and knowledge by other means including in-house training or on the job experience referred to in (a)

"Instrumentation and Controls Tradesperson" means an instrument tradesperson working mainly at a level beyond that of instrument tradesperson - complex systems and who is mainly engaged in applying their skills and knowledge to installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding industrial instruments which make up a complex control system which utilises some combination of electrical, mechanical, hydraulic and pneumatic principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.

The application of this skill and knowledge would require an overall understanding of the operating mode or principles of the various types of measurement and control devices on which the tradesperson is required to perform their tasks. To be classified as an Instrumentation and Controls Tradesperson, a tradesperson must have at least 3 years relevant on the job experience as a tradesperson - 12 months of which must be at the level of "Instrument Tradesperson - Complex Systems" and in addition must have satisfactorily completed a related post-trades course equivalent to at least 2 years part time study.

In addition, to be classified as an Instrumentation and Controls Tradesperson, a tradesperson must be required as part of their duties to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment:

(b) Work under minimum supervision and technical guidance:

(c) Provide technical guidance to other tradespeople or to management within the scope of the work described in this definition; and/or

(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

“Jointer" shall mean an employee who is employed in jointing cables or sweating on lugs in connection with the installing and maintenance of underground or overhead distributing systems, and the running of feeders, mains and services up to the main fuse in consumers' premises. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Workers and Contractors' Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Journeyperson" shall mean an Electrical Fitter, Electrical Mechanic, electrical Jointer, Electrical Linesperson, electrician in charge, shift electrician, Radio Mechanic or television mechanic.

"Lines Clearance Operator" means an adult who is employed on the clearance of vegetation in the vicinity of overhead power distribution lines.

"Purchasing Clerk" means an employee who initiates orders for electrical materials, receives and issues materials and provides reports on the cost of materials for the preparation of tender documents and job cards.

In addition to these duties, the Purchasing Clerk may conduct sale of materials and equipment to the Public or to the Trade.

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“Radio Mechanic" shall mean an employee who is mainly employed to assemble and/or repair, and/or service, and/or install, and/or test radio receivers, and/or public address systems.

"Refrigeration Mechanic or Serviceperson Grade I" means a tradesperson employed to carry out installation, repairs, and routine maintenance of domestic, commercial and industrial refrigeration and air conditioning systems.

“Refrigeration Mechanic or Serviceperson Grade 2" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than one years’ experience as a tradesperson engaged on complex or intricate circuitry or both.

"Refrigeration Mechanic or Serviceperson Grade 3" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than 2 years’ experience as a tradesperson, and possesses a sound working knowledge of refrigeration and air conditioning, electrical control systems to enable the employee to service, diagnose faults and repair domestic, commercial and industrial refrigeration, air conditioning systems under limited technical supervision.

In addition, to be classified as a Refrigeration Mechanic Grade III, the employee must demonstrate sufficient working knowledge of electronic controls as applied to refrigeration and air conditioning systems to enable the employee to identify faulty modules.

"Refrigeration Mechanic or Serviceperson Grade 4" means Refrigeration Mechanic or Serviceperson Grade I, who has had not less than 3 years’ experience on-the-job as a tradesperson and possesses a sound working knowledge of refrigeration and air conditioning electrical and electronic systems as to enable the employee to commission, service, diagnose faults and repair domestic, commercial and industrial refrigeration and air conditioning systems.

To be classified as a Refrigeration Mechanic Grade IV, the employee must have satisfactorily completed a 2 year post trade course in Industrial Electronics.

In addition, to be classified as a Refrigeration Mechanic or Serviceperson Grade IV, a tradesperson may be required to carry out the following duties:

(a) Maintain and repair multi-function printed circuits using circuit diagrams and appropriate test equipment;

(b) Work under minimum supervision and technical guidance;

(c) Provide technical guidance within the scope of the work described in this definition; and

(d) Prepare reports of a technical nature on specific tasks or assignments as directed within the scope of the work described in this definition.

“Security Alarm Systems" means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic or acoustic equipment or device, or any combination thereof which includes any intruder alarm systems incorporating closed circuit television, video or photographic systems, electronic, electro-mechanic access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or Governmental purpose.

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

"Television/Radio/Electronic Equipment Serviceperson Grade I" means an adult who has completed an appropriate trades course or who has achieved an equivalent standard of skill and knowledge, and who is engaged on routine servicing work which requires no more than the application of the general trade experience gained through apprenticeship or equivalent training on-the-job.

"Television/Radio/Electronic Equipment Serviceperson Grade 2" means a Television/Radio/Electronic Equipment Serviceperson Grade I who has had not less than one years’ experience, as a tradesperson, working on visual and/or sound receiving, recording and/or reproduction devices and associated equipment and associated electronics products.

"Television/Radio/Electronic Equipment Serviceperson Grade 3" means a Television/Radio/Electronic Equipment Serviceperson Grade II who has completed an appropriate trade course which includes instruction in electronic products and who has achieved an equivalent standard of skill and knowledge through 2 years’ experience in the industry or through a special course of tuition, and is required to diagnose and rectify faults in electronics equipment and/or similar apparatus.

"Television/Radio/Electronic Equipment Serviceperson Grade 4" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Serviceperson Grade III, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing modifying,

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commissioning, testing, fault finding and diagnosis of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits, and in addition, must have satisfactorily completed a post trades course in electronics to at least 2 years part-time study.

In addition, to be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry, using circuit diagrams and test equipment

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in the definition.

(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

"Television/Radio/Electronic Equipment Serviceperson Grade 5" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Equipment Serviceperson Grade IV who, in addition to the requirements of the Television/Radio/Electronic Equipment Serviceperson Grade IV, must have one additional year on-the-job experience as a tradesperson working on electronic systems, but, who in addition, is required to maintain and repair multi-function printed circuitry using diagrams and test equipment.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Class V, a tradesperson must be engaged in applying their skills and knowledge to the tasks of design, modifying, testing and diagnosis of complex electronic systems related to radio and communications equipment.

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

"Truck Attendant" shall mean an employee who is part of a gang which performs electrical work and who during the course of their work, assisting electrical Journeypersons, is required as a minor part of their duties to drive vehicles under 6 tonnes used in connection with the work of the gang.

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Appendix D: 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 Employee Assistance Programs. Support is strictly non- punitive and can be accessed at any time (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;

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(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). Ongoing promotion of this policy.

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6.4. 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.

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.

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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 a standard drink is 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:

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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

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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. 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.

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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:

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

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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;

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(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).

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

vi. 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.

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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.

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(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 phenomenon occurs, which is:

- the direct observation of the employee of use of, and/or the physical behavioural symptoms of being impaired by, alcohol; and/or
- Unusual and/or inexplicable actions by the employee; or
- There is evidence that the employee is involved in the use or possession of alcohol and/or other drugs while working; or
- 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

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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.

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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.

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;

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(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

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.

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Appendix E: Forms and Additional Documents

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**

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RDO NOTIFICATION FORM

Notification pursuant to clause 8.7(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	

Manager contact details

Name: _____

Phone: _____

Email: _____

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

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

Explanation of ground/s listed above:

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DCL-15.b

BEST PRACTICE INDUSTRY CONDITIONS *PLUS* (BPIC+)

TRANSPORT

Coomera Connector Project

Confidential Draft for Consultation

May 2021

Queensland Government

Confidential Draft for Consultation

Introduction to the Best Practice Industry Conditions for Transport Civil Construction Projects

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

For major projects of $300 million and above and declared projects, the value for money assessment must also include application of all the following BPPs:

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

The Department of Transport and Main Roads (TMR) fully supports the Queensland Government's priorities to improve matters such as employment conditions, safety and training opportunities for the transport civil construction industry and ensure the industry is, and remains sustainable, safe and progressive.

To assist with the Queensland Government's commitments in relation to the BPPs, including best practice industrial relations, TMR has developed a guidance document entitled the *Best Practice Industry Conditions for Transport Civil Construction Projects Plus* dated XXXX (Transport BPIC+). In developing the Transport BPIC+ in consultation with stakeholders, relevant enterprise agreements, awards and legislation to the transport civil construction industry were analysed to ensure the guidance document reflects modern and progressive industrial practices for the civil construction industry.

The Transport BPIC+ (as **enclosed**) applies when tendering for projects with TMR for transport civil construction projects with a total project value over $300 million.

The Transport BPIC is an expression of government policy as it relates to best practice industry relations for the civil construction industry. The guidance document sets standards and expectations to ensure that a workforce with optimal levels of skills and experience is attracted and retained for the life of a project's delivery and ensure that relevant stakeholders can interact in a positive, collaborative and productive way through to successful project completion.

Throughout the document at the commencement of the majority of the guiding clauses, the desired outcome has been detailed to assist employers understanding of TMR's intention and expectations.

The Transport BPIC+ is a guidance document and is not mandatory. Applicants and/or Tenderers can demonstrate the intent and outcomes of the Transport BPIC+ in any manner it chooses to nominate throughout the procurement process.

TMR will give full and reasonable consideration to alternative ways of achieving the Transport BPIC+. Where a particular supplier is referred to within the Transport BPIC+, this entitlement or obligation relates to that supplier or any suitable equivalent which the Applicants and/or Tenderers may wish to nominate. Nothing in the Transport BPIC+ requires an Applicant and/or Tenderer to make any commitment that would breach any laws.

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Application

This document is known as the Transport Best Practice Industry Conditions Plus (Transport BPIC+) and applies to civil construction projects within the transport industry with a project value over $300 million.

The document is structured in four parts, as set out below, and provides a description of the intent and a set of sample conditions which have *approved by Government* in relation to the Queensland Government's best practice principles for industrial relations.

- Part A – Quality Employment Standards
- Part B – Safe Workplace Standards
- Part C – Administration
- Part D – Major Project Arrangements

In addition, Part D is applicable to all projects over $300 million in recognition of employees undertaking duties on designated major projects.

Part A: Quality Employment Standards

1. Contract of Employment

Intent - *The employer will provide all employees with a contract of employment. This contract should identify all information an employee needs to know to be fully informed to make a decision regarding the offer of employment. This may include the status of engagement (eg. Full time, fixed term etc), the name of the relevant industrial instrument and position title. Contracts should be written in simple terms to ensure understanding.*

1.1 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 Document, or alternatively, access to the Document in electronic format at the discretion of the Employee.

1.2 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.

1.3 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 the applicable contribution funds. 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.

2. Employment Security

Intent - *The employer acknowledges that job security is a priority for the client. The employer will use its best endeavours to create jobs on the project. This includes the creation of new jobs and the ongoing security of existing jobs. This commitment extends to jobs with local subcontractors.*

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

2.2 The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this Document.

2.3 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.

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The Employer will take all reasonable measures to achieve employment security for the Employees in-so-far as it is practicable to do so.

2.4 If the Employer wishes to engage subcontractors or supplementary labour to perform work which is usually performed by its own Employee's under this Document, the Employer must consider any matters raised in consultation by potentially affected Employees before making any final decision to engage subcontractors or supplementary labour.

2.5 Following consultation and subject to this clause, the decision whether to engage subcontractors or supplementary labour is a decision of the Employer alone. Any dispute as to the application of this clause will be dealt with under the dispute's settlement procedure under this Document. The Employer will ensure that all subcontractors are bona fide contractors and engage their employees on lawful terms and conditions.

2.6 As soon as practicable after being awarded a contract upon request from the Union Delegate, the Employer shall inform the Union via its Union Delegate which subcontractors have been engaged for the project.

3. Individual Flexibility Agreements

Intent - *The employer has policies or processes in place to provide Individual Flexibility Agreements to its employees. These processes include:*

- *Ensuring the content is written in appropriate and easily understood language;*
- *Providing a translation where English is not an appropriate or understood language for an employee;*
- *Ensuring compliance with the Fair Work Act 2009; and*
- *Communicating this entitlement to employees.*

3.1 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.

3.2 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:

- are about permitted matters under section 172 of the FW Act; and
- relates only to:
  - time between which ordinary hours are worked;
  - salary sacrifice agreements;
  - reduction in ordinary hours;
  - increase in annual leave accrual each year;
  - increase in rate of accrual of Rostered days off;
  - increase in wages;
  - increase in training leave (Union or otherwise);
  - are not unlawful terms under section 194 of the FW Act; and
  - result in the Employee being better off overall than the Employee would be if no arrangement (variation agreement) was made.

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

- 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

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terms and conditions of his or her employment as a result of the arrangement, and the day on which the arrangement commences);

- includes the name of the Employer and Employee;
- signed by the Employer and the Employee, and if the Employee is under 18, by a parent or guardian of the Employee;
- provided to the Employee within 14 days after it is agreed to; and
- able to be terminated by either the Employer or Employee giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.

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

4. Inclusion

Intent - *The employer acknowledges the importance and benefits of having an inclusive workplace. The employer will have policies (or other mechanisms) which outlines their commitments to diversity and inclusiveness.*

First Nations People

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

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

4.3 A 'Welcome to Country' ceremony will be arranged with the Traditional Owners when the number of workers undertaking work on the project reach 50, as part of the Employers commitment to the principles of social, restorative justice and cultural affirmation. The Employer will also implement policies that ensure:

- access to annual leave for participation in cultural and ceremonial activities;
- skill and career development opportunities for ATSI Employees; and
- the development of retention and promotion for ATSI Employees.

Women in the Industry

Parties respect equal employment opportunity and it is recognised the demographic of the construction industry could be more diverse. To that end, the Parties support the promotion of women into the industry and shall discuss means to achieve this objective including ways to encourage and assist women to seek and maintain employment in the construction industry.

5. Hours of Work

Intent - *The employer acknowledges the inconvenience of shift work and as such will identify the ordinary hours of work where employees will be required to work at ordinary rates. The maximum number of ordinary hours worked per week should also be stipulated in the relevant industrial agreement. This number should not exceed 40.*

5.1 Ordinary hours

Except as provided elsewhere in this Document, 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 7.00am. All time worked outside these hours shall be by consultation with the affected employees concerned and paid at overtime rates.

5.2 Start and finish times

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

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

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

5.3 Weekend Work

(a) Where ordinary hours are worked on a Saturday the Employees will be paid at the rate of time and a half for the first two hours and double time thereafter; and

(b) Where the ordinary hours are worked on a Sunday the employees will be paid at the rate of double time for all hours worked (unless a higher rate is provided in accordance with this Document, for example a public holiday or during Christmas shutdown).

6. Shift Work

Intent - *The employer acknowledges the inconvenience associated with shift work. The employer has in place an industrial instrument that provides for penalty payments associated with work performed outside of ordinary hours. This may include the provision of extra leave entitlements.*

6.1 Shift work is a necessary feature of the Employer's operation and employees may be required to work shift work in accordance with operational needs. Shift work meaning ordinary hours worked outside or partly outside of the ordinary span of hours of at least 5 consecutive shifts may be worked to suit the operational requirements. The requirement to work shift work will only occur after consultation with the appropriate employees.

6.2 For the purposes of this clause:

(a) Afternoon shift means a shift starting at or after 10.00am and before 8.00pm;

(b) Night shift means a shift starting at or after 8.00pm and before 6.00am; and

(c) Day work (i.e. work commencing between 6.00am and 10.00am) is not shift work.

6.3 Shift Workers will be paid the following rates for Ordinary Hours Worked:

(a) Afternoon Shift- Wage Rate plus 15% of the Wage Rate; and

(b) Night Shift - Wage Rate plus 30% of the Wage Rate.

6.4 Shift loading shall not apply to shift work performed on a Saturday or Sunday.

6.5 Where an Employee works shifts for less than five successive days, double the Wage Rate will be payable in lieu of the applicable shift loading.

6.6 All time worked by a shiftworker in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes), or on a shift other than a rostered shift, must be paid for at the rate of double time. Provided that this will not apply when the overtime is worked by arrangements between the employees themselves or for the purpose of effecting the customary rotation of shifts.

7. Overtime

Intent - *The employer acknowledges the inconvenience associated with working overtime and will have applicable penalty rates for when this occurs. This will include hours worked outside ordinary hours.*

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

7.2 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:

- 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

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Employees;

- the Employee's personal circumstances including any family responsibilities;
- the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
- any other relevant matter.

7.3 All time worked in excess of the ordinary hours, shall be paid at time and a half for the first two hours and double time thereafter (provided that a higher penalty elsewhere in this Document does not apply).

8. Rostered Day Off

Intent - *The employer has an industrial instrument that provides for Rostered Days Off (RDOs). These RDOs are offered in a manner which has been mutually agreed by employees and the employer. The RDOs are flexible in nature and provide for a greater work life balance for the workforce without impacting productivity on the project.*

8.1 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).

8.2 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 accordance with the building industry calendar published annually. Of these RDO`s 13 will be designated as Industry RDO`s, the other 13 will be designated as Project RDO`s, as per the industry calendar. The purpose of this calendar is to ensure workers and site management manage their fatigue levels, thereby encouraging safer and more productive projects.

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

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

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

8.6 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.

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

- 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
- The Employer must consult with the affected Employee(s); and
- Provide affected Employee/s the opportunity to notify the Union using the form provided for in Appendix E, or other chosen representative/s in writing (or email) prior to the RDO that work will be performed.

8.8 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.

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

- any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a

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danger to Employees;

- the Employee's personal circumstances including any family responsibilities;
- any other relevant matter; and
- payment for working a scheduled RDO shall be at Saturday rates of pay, in accordance with the award in addition to the loadings listed above, employees will be provided a day in lieu for each RDO that they are required to work. Up to five (5) RDOs may be accrued under normal industry flexibilities. Accrued RDOs will be taken in the calendar year they were due or be transferred to the employee's annual leave bank in the last pay period of the calendar year provided sufficient RDO hours are retained to cover the scheduled RDOs for January of the following year.

9. Apprentices and Trainees

Intent - *The employer acknowledges the importance of traineeships and apprenticeships for the future of our industry. The employer commits to achieve the Traineeship & Apprenticeship targets established for this project. The employer has in place suitable industrial instruments to ensure trainees and apprentices are remunerated fairly.*

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

9.2 For clarification, in addition to the applicable rates of pay, Trainees are entitled to receive full daily travel, redundancy contributions, superannuation, welfare fund contributions and any other entitlements in accordance with this document. Such entitlements shall not be paid at rates applicable to Apprentices. Payments will be made into funds nominated in the definitions of this document.

9.3 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.

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

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

9.6 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.

9.7 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.

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

- 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;
- 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;
- 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;
- 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 9.6 and clause 9.7 above.

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9.9 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 and agree:

- 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;
- the Employer is committed to ensuring that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, to this end the Employer will endeavour to maintain at least one apprentice to every seven (7) tradespeople; and
- 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.

9.10 Apprentice Wage Rates (Construction, Electrical and Plumbing Trades)

Level	% of Base Trade Rate	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Stage 1	55%	$21.45	$22.09	$22.76	$23.44	$24.14
Stage 2	65%	$25.35	$26.11	$26.89	$27.70	$28.53
Stage 3	80%	$31.20	$32.14	$33.10	$34.09	$35.12
Stage 4	90%	$35.10	$36.15	$37.24	$38.35	$39.51

9.11 Apprentice Weekly Rates (Mobile Cranes)

Classification	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Stage 4 Apprenticeship (90% of Over 100 tonnes and up to 200 tonnes)					
Stage 4 Apprenticeship (75% of Over 100 tonnes and up to 200 tonnes)					
Stage 4 Apprenticeship (60% of Over 100 tonnes and up to 200 tonnes)					
Stage 4 Apprenticeship (50% of Over 100 tonnes and up to 200 tonnes)					

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9.11 Trainee Weekly Rates (Mobile Cranes)

TRAINEE WAGES Persons undertaking a Traineeship will receive either the following weekly rates or remain at their existing level, whichever is the greater:					
Classification	**Current**	**1 July 2021**	**1 July 2022**	**1 July 2023**	**1 July 2024**
Stage 5 Traineeship (100% of Over 100 tonnes and up to 200 tonnes)					
Stage 5 Traineeship (96% of Over 100 tonnes and up to 200 tonnes)					
Stage 5 Traineeship (92.4% of Over 100 tonnes and up to 200 tonnes)					
Stage 5 Traineeship (88% of Over 100 tonnes and up to 200 tonnes)					
Stage 5 Traineeship (82% of Over 100 tonnes and up to 200 tonnes)					

10. Casual Employment

Intent - *The employer acknowledges that job security is a priority for the client. The use of casual labour will be limited and only engaged as appropriate. Where possible and ongoing employment is available casual labour will be given priority to full time positions.*

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

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

10.3 Except on Saturdays and Sundays, on each occasion a casual Employee is required to attend work, the Casual 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 in this Document. 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 as applicable.

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

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

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

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

10.7 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.

10.8 Casual Conversion

Casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in excess of six-weeks, thereafter has the right to request in writing to have their contract of employment converted to permanent employment if the employment is to continue beyond the conversion process. The decision as to whether a regularly and systematically engaged casual employee is made permanent is a decision of the Employer.

A casual Employee, who has requested in writing to be converted to permanent employment pursuant to clause 10.8 whose request is refused by the Employer, is entitled to be paid 175% of the hourly rate prescribed in this Document for the Employee's classification.

11. Termination of Employment

Intent - *The employer will have documented policies regarding the termination of employment. The policy will cover employment terminations initiated by both the employee and the employer. The policy should cover issues such as notice periods and performance management processes.*

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

11.2 Performance/General Misconduct

In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following 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 Document.

11.3 Step 1 – First Written Warning

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

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- 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.

11.4 Step 2 – Final Written Warning

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

11.5 Step 3 – Dismissal

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

- The Employer shall provide to each terminated Employee a written statement specifying the period of employment and the classification or type of work performed by the Employee.
- The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two business days of termination or the Employee shall be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday). This claim shall be regardless of whether or not the Employee remains on the job.
- The Employer shall pay each 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.
- 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 will be immediately advised of the initiation of the consultation period and shall remain on the job during the consultation process. If the Employer fails to comply with any of these requirements, the notice period that the Employer must give to the affected Employee shall be increased to four weeks.

12. Salary Sacrifice Arrangements

Intent - *The employer offers competitive benefits to employees including the ability to salary sacrifice.*

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

- Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual Employee.

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- 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.

12.2 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 Document.

13. Wage Rates

Intent - *The employer embraces the philosophy a 'fair day's pay for a fair day's work'. The employer has an industrial instrument that identifies an appropriate wage for various roles across the project. This may be in the form of a classification structure within an enterprise agreement which is simple to read and interpret. All employees are informed of their classification under any such structure.*

13.1 The wage rates compensate for all special skills and/or disabilities and/or special rates, associated with the industry of the Employer prescribed in the Award, except as provided in this Document (rates are given per hour for ordinary hours of work).

13.2 Wage rates will be increased by 3% per annum during the life of the project.

13.3 For classification structures and level descriptors see Appendix B.

13.4 Construction Worker/Labourer Wage Rates

Classification	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
CW1 (85%)	$33.15	$34.14	$35.17	$36.22	$37.31
CW2 (90%)	$35.10	$36.15	$37.24	$38.36	$39.51
CW3 (92%)	$35.88	$36.96	$38.07	$39.21	$40.38
CW4 (96%)	$37.44	$38.56	$39.72	$40.91	$42.14
CW5 (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
CW6 (105%)	$40.85	$42.08	$43.34	$44.64	$45.98
CW7 (110%)	$42.90	$44.19	$45.51	$46.88	$48.28
CW8 (115%)	$44.85	$46.20	$47.58	$49.01	$50.48

13.5 Electrical Worker Wage Rates

Classification	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Grade 2 (90%)	$35.04	$36.09	$37.17	$38.29	$39.44
Grade 3 (93%)	$36.31	$37.40	$38.52	$39.68	$40.87
Grade 4 (96%)	$37.63	$38.76	$39.92	$41.12	$42.35
Grade 5 (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
Grade 6 (105%)	$40.95	$42.18	$43.44	$44.75	$46.09

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Grade 7 (110%)	$43.00	$44.29	$45.62	$46.98	$48.39
Grade 8 (115%)	$45.15	$46.50	$47.90	$49.33	$50.81

13.6 Signalling Wage Rates

Classification	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
G5 (70%)					
G6 (80%)					
G8 (100%)					

13.7 Mechanical Worker Wage Rates

Classification	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
MW1 (85%)	$33.15	$34.14	$35.17	$36.22	$37.31
MW2 (90%)	$35.10	$36.15	$37.24	$38.36	$39.51
MW3 (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
MW4 (105%)	$40.85	$42.08	$43.34	$44.64	$45.98
MW5 (110%)	$42.90	$44.19	$45.51	$46.88	$48.28
MW6 (115%)	$44.85	$46.20	$47.58	$49.01	$50.48

13.8 Plumbing and Mechanical Services Wage Rates

Classification	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Plumbing and Mechanical Services Sheet Metal Worker Level 1(a) (55%)	$21.45	$22.09	$22.76	$23.44	$24.14
Plumbing and Mechanical Services Sheet Metal Worker Level 1(b) (75%)	$29.25	$30.13	$31.03	$31.96	$32.92
Plumbing and Mechanical Services Worker Level 3 (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
Plumbing and Mechanical Services Tradesperson Level 1 (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
Plumbing and Mechanical Services Tradesperson Level 2 (105.2%)	$40.95	$42.18	$43.44	$44.75	$46.09

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Plumbing and Mechanical Services – Special Class Level 1 (110%)	$42.90	$44.19	$45.51	$46.88	$48.28
Plumbing and Mechanical Services – Special Class Level 2 (115%)	$44.85	$46.20	$47.58	$49.01	$50.48
Advanced Plumbing and Mechanical Services Tradesperson Level 1 (120%)	$46.80	$48.20	$49.65	$51.14	$52.67
Advanced Plumbing and Mechanical Services Tradesperson Level 2 (125%)	$48.75	$50.21	$51.72	$53.27	$54.87

13.9 Fire Sprinkler Wage Rates

Classification	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Sprinkler Fitter Assistant (86.29%)	$33.70	$34.71	$35.75	$36.82	$37.93
Sprinkler Fitting Tradesperson Level 2 (105%)	$40.95	$42.18	$43.44	$44.75	$46.09
Sprinkler Fitting Tradesperson – Special Class Level 1 (110%)	$42.90	$44.19	$45.51	$46.88	$48.28
Sprinkler Fitting Tradesperson – Special Class Level 2 (115%)	$44.85	$46.20	$47.58	$49.01	$50.48
Advanced Sprinkler Fitting Tradesperson – Level 1	$46.80	$48.20	$49.65	$51.14	$52.67
Advanced Sprinkler Fitting Tradesperson – Level 2	$48.75	$50.21	$51.72	$53.27	$54.87

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13.10 Roofing Wage Rates

Classification	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Roof Plumber (1st 12 months of employment only) (75%)	$29.25	$30.13	$31.03	$31.96	$32.92
Roof Plumber (80% competent to trade level) (80%)	$31.20	$32.14	$33.10	$34.09	$35.12
Roof Plumber (fully competent to trade level) (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
Roof Plumber (possessing relevant Certificate III trade qual) (105.2%)	$40.95	$42.18	$43.44	$44.75	$46.09

13.11 Piling Wage Rates

Classification	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
CW1					
CW2					
CW3					
CW4					
CW5					
CW6					
CW7					

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13.9 Mobile Crane Wage Rates

Classification	Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Rigger/Dogman					
Up to 20 tonnes					
Over 20 tonnes and up to 60 tonnes					
Over 60 tonnes and up to 100 tonnes					
Over 100 tonnes and up to 200 tonnes					
Over 200 tonnes and up to 300 tonnes					
Over 300 tonnes and up to 400 tonnes					
Over 400 tonnes and special purpose cranes					

14 Superannuation

Intent - *The employer pays superannuation regularly in accordance with relevant legislation as amended from time to time.*

14.5 The Employer shall pay superannuation in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) as amended from time to time but shall be no less than 9.5% of ordinary time earnings into an eligible fund as defined in this Document.

14.6 The Employer shall pay superannuation in accordance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)* as amended from time to time. Superannuation for employees must be paid in accordance with the provisions of this clause. Contributions shall be no less than the amounts prescribed, except where the superannuation guarantee levy contribution rate set by Commonwealth legislation exceeds the rate set out below.

14.7 The Employer will contribute on behalf of each Employee the following amount of ordinary time earnings:

- 9.5% - effective first full pay period from commencement
- 10% - effective first full pay period July 2021
- 10.5% - effective first full pay period July 2022
- 11% - effective first full pay period July 2023
- 11.5% - effective first full pay period July 2024

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15 Redundancy Contributions

Intent - *The employer acknowledges that the civil construction industry can result in short term employment due to the project nature of the work. As such, the employer has frameworks to adequately compensate employees in the case of redundancy.*

15.1 The Employer will 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 (as defined in this Document) an amount equal to the following:

- $77.00 per Employee effective first pay period from commencement;
- $81.00 per Employee effective first pay period July 2022;
- $85.00 per Employee effective first pay period July 2023; and
- $89.00 per Employee effective first pay period July 2024.

15.2 In the case of contributions made to employees who have either a CERT or BERT redundancy account, the Employer must also contribute the amounts prescribed below. In the case of CFMEU and CEPU Members the payment is to be made to BEWT and in the case of ETU Members payment is to be made to JetCo an amount equal to the following:

- $10.00 per Employee effective first pay period from commencement;
- $10.00 per Employee effective first pay period July 2022;
- $10.00 per Employee effective first pay period July 2023; and
- $10.00 per Employee effective first pay period July 2024.

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

- 1st stage – 50%;
- 2nd stage – 60%;
- 3rd stage – 75%; and
- 4th stage – 90%.

15.4 Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave, 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.

15.5 Where the Employee's balance in the Employee's Redundancy fund reaches $15,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund. 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.

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

16 Training Contributions

Electrical Trades

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16.5 JetCo Inc's purpose is to advance the electrical trades sector through enabling innovative, needs based, leading edge solutions to training, industry leadership development, workplace health and safety, and employee engagement particularly by enabling future orientated skills and competencies development. JetCo Inc's core business objectives are:

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

16.6 The Employer agrees to support JetCo Inc by contributing for each Employee, including casuals, apprentices and trainees, who is paid under the classifications set out in this Document, the weekly amount of $10.00 per week. Contributions will continue to be paid on behalf of an employee during any period of authorised leave.

Plumbing Trades

16.7 STQ is a partnership between the CEPU (as the Plumbers Union Qld) and the Services Trades sectors of: plumbing; air conditioning and mechanical services; and fire protection.

16.8 As represented by their respective employer associations: The Master Plumbers Association Queensland; the National Fire Industry Association Queensland; and Air Conditioning and Mechanical Contractors Association Queensland.

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

16.10 STQ's core business objectives are:

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

16.11 The Employer agrees to support STQ by contributing $20.00 weekly for each Employee engaged under a Plumbing, Mechanical Plumbing, Sprinkler Fitting or Pipe Trade classification, including casuals, apprentices and trainees, who is paid in accordance with this document under the classifications set out in this document.

16.12 To avoid all doubt, this amount is paid in addition to all payments set out in this Document.

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

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

17 Allowances

Intent - *The employer acknowledges that there are varying conditions within the industry that warrant the payment of additional wages. This may occur in due to travel requirements, use of personal equipment, unpleasant work or working conditions or when using specialised skills. The employer will compensate employees appropriately for varying conditions.*

17.1 Fares and Travel Allowance

All employees shall be entitled to receive the fares and travel allowance in accordance with the relevant Award. The travel allowance shall be paid at the rates provided in the table of allowances.

Apprentices shall receive the following percentage of the amount:

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17.1.1.1 1st Stage – 75%;

17.1.1.2 2nd Stage – 85%;

17.1.1.3 3rd Stage – 90%; and

17.1.1.4 4th Stage – 95%

17.2 Leading Hand Allowance

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. Leading Hand allowance shall be paid at the rates provided in the table of allowances.

17.3 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. Power tools allowance shall be paid at the rates provided in the table of allowances.

17.4 Tradesperson Allowance

An Employee engaged as a Tradesperson (as defined in the classifications of this Document, who possesses as a minimum qualification a trade certificate will receive an allowance. This allowance will be classified as all-purpose and is inclusive of a tool allowance. The tradesperson allowance shall be paid at the rates provided in the table of allowances.

17.5 Electrician Licence Allowance

17.5.1 Where an Employee is engaged and is working as an Electrical Tradesperson (as defined in the classifications of this Document), and where the Employee is required to hold an appropriate electrician's license, the Employee will receive an all-purpose allowance. The Electrician Licence allowance shall be paid at the rates provided in the table of allowances.

17.5.2 For the purpose of this allowance, an appropriate Electrician's License will be a QLD Electrician's License, or authorised license recognition from the QLD Department of Fair Trading.

17.6 Qualified Technical Person Allowance

17.6.1 Any Electrical Mechanic who holds the qualifications eligible to be granted an Electrical Contractors' Licence, may be named as a QTP to an electrical contracting company.

17.6.2 The QTP who is required to fulfil the role of endorsee to the electrical contracting company and sign the appropriate paperwork, will be paid the weekly all-purpose allowance, detailed in the table of allowances.

17.6.3 The Employer will support the QTP in meeting their obligations under the *Electrical Safety Act.* The QTP's role will include but not be limited to:

- Investigations of any near miss or incident involving electricity.
- Conduct random inspections of tradesman's work and oversee new tradesman work when they begin
- Be involved with review and implementation of new testing and commissioning procedures and any other procedure that involves electricity.
- Setting up safe systems of work.

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17.7 Statutory Authorities Allowance

Any employee engaged in a plumbing, mechanical plumbing, sprinkler fitting or pipe trade classification, who is required to act on a licence issued by an appropriate state authority, will be paid an additional amount per week, detailed in the table of allowances, for each week of their employment, regardless of whether or not they have in fact acted on such licence(s) during that particular week. 'Acting on one's licence' means signing notices and assuming responsibility to relevant authorities. The Employer will commence paying this allowance as soon as the Employee begins performing work which they are authorised by their license(s) to perform.

17.8 Plumbing, Fire and Pipe Trades Licence Allowance

(a) This allowance applies to employees within the classifications set out in this Document.

(b) An employee who is required to act on their Plumbing, mechanical, gas fitting or Sprinkler Fitters Licence(s) issued by the appropriate state authority will receive an allowance of $1.90 per hour. This allowance will be classified as all-purpose.

(c) This allowance shall be paid for each day of employment whether they have in fact acted on the allowance.

17.9 Welding Allowances

Mechanical tradespersons required to perform welding work that is tested shall be paid the allowances detailed in the table of allowances. The allowances shall be paid for all purposes.

17.9.1 Welder tested: A person who, because of the requirements of the employer, has met and remains capable of meeting a practical test, e.g. the relevant regulatory requirements for AS 1554SP.

17.9.2 Welder Special Class: A person who has passed the tests required either prior to or after commencing employment, to weld to the satisfaction of the relevant regulatory authority to the requirements of the relevant Certificates 1-9 AS 1796, or welding standards of equivalent or greater testing integrity and who is engaged on work requiring such qualification; or qualified to the relevant regulatory standard and is required to perform pressure vessel welding or pipe welding.

17.9.3 Welder Special Class – Exotic Materials: A person who has passed the tests required by the employer, and remains so qualified, and is engaged on work requiring such qualification in relation to welding either alloy pipework to ASME-B31 standard, or pressure vessels and tanks to the relevant standards, in relation to the following materials:

- Stainless Steel (304, 310, 316 and 904 grade)
- Aluminium
- Chrome Molybdenum
- Nine per cent (9%) Ni Steel
- A333 Grade 6

17.9.4 Testing for the work associated with these allowances may be required prior to employment and during employment, to ensure that qualifications are relevant and up to date.

17.10 Certificate Allowance

An employee who is the holder of a scaffolding certificate or rigging certificate issued by the appropriate certifying authority and is required to act on that certificate whilst engaged on work requiring a certificated person is entitled to a certificate allowance. This allowance shall be paid as detailed in the table of allowances.

17.11 Living Away from Home Allowance

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

17.11.2 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.

17.11.3 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.

17.11.4 Where an Employee is engaged on distant work, the Employer will pay the Employee, in addition to all other entitlements, a daily allowance as provided.

17.11.5 Employees rostered for distant work must be notified in writing by the Employer. The Employer will endeavour to ensure that no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work.

17.11.6 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.

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

17.11.8 The living away from home allowance (per night) shall be paid at the rates provided for in the allowance table.

17.12 Engagement of More than One Mobile Crane

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

17.12.1.2 Two mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

- Current - $ 4.34
- From 1/7/2021 - $ 4.51
- From 1/7/2022 - $ 4.69
- From 1/7/2023 - $ 4.83
- From 1/7/2024 - $ 4.97

17.12.1.3 Three mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

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- Current - $ 8.34.
- From 1/7/2021 - $ 8.67
- From 1/7/2022 - $ 9.02
- From 1/7/2023 - $ 9.29
- From 1/7/2024 - $ 9.57

17.12.1.4 Four mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

- Current - $ 12.82
- From 1/7/2021 - $ 13.33
- From 1/7/2022 - $ 13.86
- From 1/7/2023 - $ 14.28
- From 1/7/2024 - $ 14.71

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

- Current - $ 16.94
- From 1/7/2021 - $ 17.62
- From 1/7/2022 - $ 18.32
- From 1/9/2023 - $ 18.87
- From 1/7/2024 - $ 19.44

17.13 Representative Allowances

17.13.1 Health and Safety Representative

Where an employee is elected by Employees of the Employer as an HSR and agrees to undertake the required training to fulfil the role, the Employee will be classified at the applicable level 4 minimum, or the Employee's usual classification. In addition, an HSR is entitled to an all-purpose hourly allowance of:

Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
$2.51	$2.59	$2.66	$2.74	$2.82

17.17.2 Union Delegate

Where an employee is elected by Employees of the Employer as a Union Delegate, and the Union notifies the Employer of this election, the Employee will be classified at the applicable level 4 minimum, or the Employees usual classification. In addition, a Union Delegate is entitled to an all-purpose hourly allowance of:

Current	1 July 2021	1 July 2022	1 July 2023	1 July 2024
$2.51	$2.59	$2.66	$2.74	$2.82

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

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Table of Allowances

Allowance	Current	1 July 2021	1 July 2022	1 July2023	1 July 2024
Daily Fares and Travelling Allowance	$35.00	$36.05	$37.13	$38.25	$39.39
Travelling outside radial areas (per Km)	$0.80	$0.82	$0.84	$0.87	$0.90
Living Away from Home Allowance (per day)	$77.60	$79.93	$82.33	$84.80	$87.35
In charge of not more than 1 person – all-purpose	$0.76	$0.78	$0.80	$0.82	$0.85
In charge of 2-5 persons – all-purpose	$1.65	$1.70	$1.75	$1.80	$1.90
In charge of 6-10 persons – all-purpose	$2.10	$2.16	$2.22	$2.29	$2.35
In charge of 11 plus persons – all-purpose	$2.79	$2.88	$2.97	$3.06	$3.15
Senior First Aid	$4.15	$4.27	$4.40	$4.53	$4.67
Occupational First Aid	$6.55	$6.75	$6.95	$7.16	$7.37
Meal Allowance	$21.36	$22.00	$22.66	$23.34	$24.04
Tradesperson Allowance (hour) – all-purpose	$3.28	$3.28	$3.28	$3.28	$3.28
Electricians License (hour) – all-purpose	$1.90	$1.90	$1.90	$1.90	$1.90
Certificate allowance (hour)	$0.99	$0.99	$0.99	$0.99	$0.99
Power Tools	$0.99	$1.02	$1.05	$1.08	$1.11
Plumbing, Fire and Pipe Trade Licence Allowance (hour) – all-purpose	$1.90	$1.90	$1.90	$1.90	$1.90
Statutory Authorities (week)	$49.08	$49.08	$49.08	$49.08	$49.08
Qualified Technical Person Allowance – all-purpose	$262.50	$270.38	$278.49	$286.84	$295.45
Welder – tested – all-purpose	$1.42	$1.48	$1.52	$1.57	$1.62
Welder - Special Class – all-purpose	$2.48	$2.55	$2.63	$2.71	$2.79
Welder – Special class Exotic materials – all-purpose	$4.35	$4.48	$4.61	$4.75	$4.90
Health and Safety Representative Allowance – all-purpose	$2.51	$2.59	$2.66	$2.74	$2.82

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Union delegate Allowance – all-purpose	$2.51	$2.59	$2.66	$2.74	$2.82

18 Annual Leave

Intent - *The employer is compliant with the National Employment Standards, including provisions relating to annual leave.*

18.1 A full time Employee is entitled to annual leave at the rate of four (4) weeks at the ordinary wage rate for each year of continuous service as consistent with the FW Act. The period of annual leave shall be exclusive of any public holiday that may occur during that period. Part-time Employees are entitled to a pro rata amount of annual leave in accordance with the National Employment Standards (NES).

Notwithstanding the above, an employee defined as a shift worker for the purposes of the NES will be entitled to an additional week of annual leave as provided for in the NES. A shift worker shall mean an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

18.2 In addition to paid annual leave, the Employee will receive an annual leave loading of 17.5%, calculated at the Employee's ordinary rate of pay, exclusive of allowances.

18.3 Annual leave accrues on a weekly basis and accumulated annual leave hours will be credited to an Employee upon the completion of each one (1) week period of service with the Employer.

18.4 The Employer may direct an Employee to take accrued leave.

18.5 Unused annual leave carries forward each year.

18.6 It is recommended that Employees provide at least four weeks' notice of their intention to take annual leave and must ensure that their request for leave has been approved prior to the leave being taken. Annual leave must be taken at a time mutually agreed between the parties and in accordance with operational requirements.

18.7 The Employer may direct Employees to take accrued annual leave during the holiday shutdown period. If an employee does not have sufficient accrued leave for the period of the shutdown, then the employee may be required to take leave without pay for the balance of the shutdown period for which leave is not accrued. The shutdown period is generally seven (7) days but the precise number of days will be agreed and communicate to Employees at least one month prior to the shutdown period.

18.8 At the written agreement between the Employer and Employee, annual leave may be taken as a payment in lieu of leave subject to the following;

- balance of four (4) weeks leave must be maintained; and
- the payment in lieu will be equal to the pay for that period of time as prescribed in subclause 18.9.

18.9 Cashed out annual leave will be paid at the Employee's ordinary rate of pay plus 17.5% annual leave loading, exclusive of allowances.

18.10 Casual Employees do not accrue any annual leave.

19 Long Service Leave

Intent - *As a minimum, the employer is compliant with legislative requirements in relation to long serve leave.*

19.1 All Employees covered by this Document 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 Document.

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20 Other Leave

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

- personal illness or injury (sick leave);
- 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
- Bereavement leave.

20.2 Personal leave shall accrue as follows:

- 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;
- 12 days at the beginning of the Employees second and each subsequent year will commence on the anniversary of engagement; and
- All unused personal leave is cumulative.

20.3 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.

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

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

21 Family Violence Leave

Intent - *The employer recognises family violence is a societal issue and has a policy or procedure relating to domestic or family violence. This includes the provision for paid or unpaid leave.*

21.1 For the purposes of this clause, family violence is behaviour by a person towards a family member of that person if that behaviour:

(a) is physically or sexually abusive;

(b) Is emotionally or psychologically abusive;

(c) is economically abusive;

(d) is threatening;

(e) is coercive;

(f) 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

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

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

- a person who is, or has been, the relevant person's spouse or domestic partner;
- a person who has, or has had, an intimate personal relationship with the relevant person;
- a person who is, or has been, a relative of the relevant person;

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- 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

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

21.3 For the purposes of clauses 21.2(b) and 21.2(e), a relationship may be an intimate personal relationship whether or not it is sexual in nature.

21.4 Confidentiality

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

21.5 Leave

- An employee experiencing family violence will have access to 10 days per year of paid family violence leave paid at the Employee's minimum wage rate prescribed for their classification by this Document applicable to their classification to attend legal proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.

- 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.

- The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.

- 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.

- For the avoidance of doubt, family violence leave does not cumulate from year to year and is not paid out on termination of employment.

- For clarity, unpaid family and domestic violence leave is available in accordance with the Awards.

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Part B: Safe Workplace Standards

1. Safety Commitment

(a) The Parties will comply with all the obligations arising under the prevailing and relevant Acts, Regulations, Code of Practice, Australian Standards and the Employer's policies and procedures.

(b) The employer has a legal obligation to exercise due diligence to ensure that the business complies with all workplace health and safety laws and regulations. This includes making sure that the business has and uses appropriate resources and processes to eliminate or minimise the risks of working with silica and silica containing products and other airborne toxic substances.

(c) No Employee will be required to work in any unsafe area or situation.

(d) An employee or employees may cease, or refuse to carry out, work if they have a reasonable concern that to carry out the work would expose them to a serious risk to their health or safety, emanating from an immediate or imminent exposure to a hazard.

(e) All Parties are required to contribute positively to Project safety.

(f) The Parties are committed to ensuring that WHS issues are managed and approached in a genuine way. For clarity, WHS issues will be dealt in accordance with the safety incident procedure detailed below.

2. Personal Protective Equipment (PPE)

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 $125.00 upon presenting a receipt of purchase);

(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

2.2. 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.

2.3. 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.

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

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

3. Training and Related Matters

3.1. 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 document.

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

3.3. 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.

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3.4. 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.

3.5. Asbestos and Silica Dust Awareness Training

The Employer agrees that, within three months of the commencement of this Document, it will schedule training (for each employee covered by this Document) in the following nationally accredited asbestos and silica dust awareness training courses:

- 10279NAT Identification and Awareness of Asbestos Containing Materials
- 10830NAT Course in Crystalline Silica Exposure Prevention

Further, the Employer agrees that it will, within three months of each new Employee commencing employment, ensure that the Employee successfully completes the abovementioned training course.

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.

3.6. HSR Training

Any Employees elected as a workplace HSR (Health and Safety Representative) 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.

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

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

4. Health and Safety Representatives

4.1. 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;

4.2. 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.

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

4.4. 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.

5. Health and Safety Representative Meetings

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

6. Procedure for Dealing with Safety Incidents

6.1. 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.

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6.2. 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"

6.3. 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.

6.4. 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

6.5. 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.

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

i. the degree and imminent risk to the Employees or other persons affected by the issue;

ii. the number and location of Employees and other persons affected by the issue;

iii. the measures both temporary and permanent that must be implemented to resolve the issue;

iv. who will be responsible for implementing the resolution measures;

v. whether the hazard or risk can be isolated; and

vi. the time that may elapse before the hazard or risk is permanently corrected.

6.7. 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 document 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.

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

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6.9. Direction to cease work

6.7.1 If –

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

6.7.1.2 the issue concerns work which involves an immediate threat to the health and safety of a person; and

6.7.1.3 given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 5.7 above –

6.7.2 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.

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.

6. Toolbox Meetings

Intent - *The employer acknowledges the important of effective communication on the site. As such the employer coordinates regular Toolbox Meetings to provide a forum for two-way communication.*

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, Document 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.

7. Hot Weather Guidelines

Intent - *The employer acknowledges that working in hot weather can be uncomfortable and in extreme circumstances can be unsafe. The employer will have policies in place to reduce risks associated with working in such conditions.*

7.1 Under this Document when air temperature reaches

(a) 35°C; or

(b) 28°C and 75% humidity or more, after three hours from commencement of the shift in South East Queensland it shall constitute inclement weather (Extreme Hot Weather).

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

7.2 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 7.6 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.

7.3 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:

- rescheduling work so the hot tasks are performed during the cooler part of the day;
- where possible, reducing the time spent doing hot tasks (for example, by job rotation);
- where possible, arranging for more workers to do the job;

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- providing extra rest breaks in a cool area;
- providing cool drinking water and ice (machines) near the work site;
- increasing air movement by fans or coolers;
- installing shade cloth to reduce radiant heat from the sun; and
- consideration should be given to working an eight-hour day.

7.4 Once the temperature reaches Extreme Hot Weather, the following process will be followed:

- 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 7.5 below.
- where the temperature is 28°C and 75% humidity or more after three hours from the commencement of a shift, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 7.5 below.

7.5 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.

7.6 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.

8. Quality Building Materials

Intent - *The employer is committed to providing a quality product and as such has policies or processes in place that ensures all building materials will comply with the relevant Australian standard where relevant.*

8.1. 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.

(d) 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.

8.2. 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.

8.3. In order to maintain compliance with the Code, and in line with other regulatory requirements, the Employer will maintain records in accordance with relevant legislation.

8.4. 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 8.3 above.

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Part C: Administration

1. Consultation

Intent - *The employer acknowledges that communication with employees is important to productive and effective workplace relationships. The employer will have established processes and channels to communicate with employees across the business. These processes will enable and foster effective two-way communication.*

1.1 Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the term of the Contract.

1.2 Consultative Committees may be set up for this purpose.

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

1.4 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.

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

1.5.1 all relevant information about the change including the nature of the change proposed;

1.5.2 information about the expected effects of the change on the Employees; and

1.5.3 any other matters likely to affect the Employees.

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

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

1.8 "Significant Effect" under clause 1.3 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; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

1.9 Consultation about changes to rosters or hours of work

Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee(s) affected and, if required their representative, about the proposed change.

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

1.10.1 discuss with the relevant Employees the introduction of the change;

1.10.2 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:

1.10.2.1 all relevant information about the change, including the nature of the change;

1.10.2.2 information about what the Employer reasonably believes will be the effects of the change on the Employees; and

1.10.2.3 information about any other matters that the Employer reasonably believes are likely to affect the Employees;

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1.10.3 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; and

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

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

2. Disputes Settlement Procedure

2.1 A major objective of this Document 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 Document or incidental to the operation of the Document should be dealt with as close to its source as possible. Disputes over matters arising from this Document (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.

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

2.3 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.

2.4 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.

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

2.6 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.

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

3. Security of Payments

Intent - *The employer recognises the importance of prompt payments to suppliers and is compliant with legislation relating to security of payments including the Building Industry Fairness (Security of Payment) Act 2017 (QLD) and the Building Code 2016.*

3.1 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.

3.2 The Employer acknowledges its obligations under the Building Industry Fairness (Security of Payment) Act 2017 (Qld).

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3.3 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.

3.4 The Employer will:

3.4.1 comply with all applicable laws and other requirements relating to the security of payments that are due to subcontractors;

3.4.2 ensure that payments which are due and payable are made in accordance with applicable legislative requirements including the Code and are not unreasonably withheld;

3.4.3 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

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

3.5 The Employer will keep records demonstrating its compliance with clause 3.4 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 3.4 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).

4. Sham Contracting

Intent - *The employer has appropriate processes in place to prevent sham contracting arrangements.*

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

4.2 The Employer recognises that the practice of sham contracting is unlawful and undermines the job security of the Employees covered by this Document. The Employer will ensure that sham contracting does not occur and agree that sham contracting is prohibited by this Document. 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:

4.2.1 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

4.2.2 if the contract were entered into with the individual, the contract would be a contract of employment.

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

4.3.1 the name of the Contractor;

4.3.2 the owner(s) of the Contractor;

4.3.3 the works that the Contractor was engaged to perform;

4.3.4 basis on which the Contractor was paid for the work e.g. lump sum/fixed price, daily rate, other; and

4.3.5 advice as to whether the works that the Contractor was engaged to perform were previously performed by an Employee covered by this Document.

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

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

4.5.1 175% of the applicable rate; plus

4.5.2 The site allowance (if applicable); plus

4.5.3 The multi-storey allowance (if applicable); plus

4.5.4 Contributions to the nominated Superannuation fund and redundancy contribution fund.

5. Engagement of Non-Citizens or Non-Residents

Intent - *The employer is committed to providing employment opportunities to locals within the region, Queenslanders and Australians. As such, the employer will avoid employing non-citizens and non-residents of Australia.*

5.1 In this clause the term temporary engagement of non-citizens or non-residents 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.

5.2 The Employer recognises that the engagement of temporary non-citizens or non-residents may undermine the job security of the Employees covered by this Document. The parties wish to limit the circumstances in which non-citizens or non-residents can be engaged so as to ensure the job security of the Employees covered by this Document.

5.3 The Employer will not engage temporary non-citizens or non-residents unless:

5.3.1 the position is first advertised in Australia; and

5.3.2 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

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

5.3.4 the employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job;

5.3.5 temporary non-citizens or non-residents will be engaged in accordance with this Document.

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

Where an employer engages temporary non-citizens or non-residents 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.

6. Relationship to Awards and Other Documents

Intent - *Where the employer has an industrial agreement, the provisions result in employees being better off overall than if they were employed under the relevant Award.*

6.1 The following instruments are incorporated into this Document:

(a) *Building and Construction General On-site Award 2010;*

(b) *Mobile Crane Hiring Award 2010;*

(c) *Electrical, Electronic and Communications Award 2010;*

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(d) *Plumbing and Fire Sprinklers Award 2010;*

(e) *Asphalt Industry Award 2020;*

(f) *Concrete Products Award 2020;*

(g) *Premixed concrete Award 2020;*

(h) *Professional Employees Award 2020;*

(i) *Rail Industry Award 2020; and*

(j) *Surveying Award 2020*

(k) *IRC 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*

7. Compliance with this Document

Intent - *The employer has document procedures that outline a process an employee must follow if they have a grievance relating to their industrial instrument.*

7.1 Complaints, queries and concerns regarding entitlements paid in relation to the Award or this Document shall be raised and resolved in accordance with the disputes procedure in this Document. 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.

7.2 In addition to above, the Parties recognise their ongoing legal requirement to be compliant with Australian laws and regulations.

7.3 The Employer will conduct an audit using the Audit Form to confirm compliance with:

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

7.3.2 Legislative requirements such as:

7.3.3 the Fair Work Act 2009;

7.3.4 QLD Workers Compensation;

7.3.5 Superannuation; and

7.3.6 Long Service Leave.

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

8. Positing of Documents and Notices

Intent - *The employer makes available of copy of the relevant industrial instrument to all employees.*

8.1 A true copy of this Document 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.

9. Severability

Intent - *The employers industrial instrument has a severability clause that ensures if any part of the agreement is considered a non-permitted matter, the remaining content of the agreement is enforceable.*

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

10. Time and Wages Records

Intent - *The employer keeps sufficient time and wages records to meet legislative requirements.*

10.1 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:

- name of Employer;
- name of Employee;
- employee's classification;
- date of payment and period covered by wage statement;
- details of the number of ordinary hours worked;
- details of the number of overtime hours worked;
- the ordinary hourly rate and amount paid at that rate;
- the overtime hourly rates and the amounts paid at that rate;
- the gross wages paid;
- the net wages paid;
- details of any deductions made from wages;
- details of all accrued entitlements such as RDOs, personal leave, annual leave etc.; and
- details of the Employer Superannuation contribution, including when the contribution was made and the amount details of the Employee contribution, including when contribution was made and the amount.
- details of Income Protection insurance (if applicable)

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

- the Employee's date of birth;
- date when the Employee became an Employee of the Employer, if appropriate, the date when the Employee ceased employment with the Employer;
- the Employee's tax file number;
- the Employee's Superannuation Membership number;
- daily details of work including;
    - daily start time and finish time;
    - time lunch and crib breaks taken;
    - total ordinary hours worked and resulting wage;
    - total time and a half hour worked and resulting wage;
    - total double time hours worked and resulting wage;
- details of allowances paid;
- details and payment for RDOs, Personal and annual leave, public holidays;
- details of deductions;
- details of additions;
- total gross allowances paid per week and year to date;
- total gross wages paid per week and year to date;
- tax deducted from wages per week and year to date;

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- net wages per week and year to date;
- RDO's, sick and annual leave accrued per week and year to date;
- Superannuation and Redundancy contributions paid per week and year to date;
- Details related to Income Protection insurance (if applicable).

11. Union Representatives and Delegates

Intent - *The employer respects the role unions play in workplaces. Where the employer has union delegates, they will acknowledge and respect their role in the workplace.*

11.1 Where an Employee has been elected as a Union Delegate, 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 to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;

(c) the right to place information related to permitted matters in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws;

(d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;

(e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace;

(f) the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts;

(g) the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts;

(h) the right for reasonable time off to attend accredited union education;

(i) the right to take reasonable leave to work with the Union; and

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

12. Union Training Leave

12.1 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.

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

12.3 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.

12.4 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.

12.5 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 grant leave when an eligible Union Delegate is otherwise entitled.

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12.6 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 classification rate including, shift work loadings where relevant.

12.7 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.

12.8 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.

12.9 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.

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

13. Union Delegate Facilities

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

(a) a telephone;

(b) reimbursement for 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 (if available on site) use of e-mail, following consultation between the Union Delegate and Site Management;

(g) a private lockable area.

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Part D: Major Project Arrangements

The conditions contained within Part D are applicable only to projects over $300 million.

1. Income Protection

1.1 *To make up for absence without pay due to incapacitation of the Employee, the Employer will provide income protection insurance for Employees covered by this Document.*

1.2 The following funds have been identified as applicable for the purposes of the provision of income protection insurance:

- *i. Civil construction and Services Classifications: CIPQ*
- *ii. Electrical classifications: Energy Super*
- *iii. Mechanical Classifications: Wageguard*

1.3 The Employer shall contribute no less than $xxxx per week.

1.4 To remove any doubt, the contribution will not be paid directly to the Employee.

1.5 If the Employer does not contribute to an applicable income protection fund the amount required under clause 1.3 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.

2. Major Project Allowance

2.1 *Major Project Allowance as detailed below will be paid as a flat amount for each ordinary 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	***Applicable Allowance***
$300m-$400m	*$xxxx*
$400m-$500m	*$xxxx*
$500m-$600m	*$xxxx*
$600m-$700m	*$xxxx*
$700m +	*$xxxx*

2.2 Major Projects Allowance is not subject to any premium or penalty and shall compensate for all disabilities other than:

- *a. Heavy Blocks*
- *b. Explosive Powered Tools*
- *c. Scaffolder's Licence Allowance*
- *d. Unbacked Insulation*
- *e. Swing Stage*
- *f. Height / Multi-Storey*

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Appendices

Appendix A: Standard Definitions

The following definitions shall apply to this Document:

ACIRT means the Australian Construction Industry Redundancy Trust (ABN 39 062 330 170).

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

Australian Super is the nominated superannuation fund for the AMWU.

Award means the industrial instruments as outlined in Part C, clause 6 of this document.

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.

Best Practice Principles means the State of Queensland's Best practice principles: Quality, safe workplaces policy document, as amended from time to time.

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.

Casual Employee means an Employee employed on an occasional basis and whose work pattern is not regular or systematic.

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

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

CIRT means The Contracting Industry Redundancy Trust (ABN 49 011 050 329).

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

Competency Based Training means a method of training based on occupational skills standards which are set out in units of competency within training packages and accredited courses.

Consultative Committee means a representative group who meet regularly for the purpose of reviewing work related issues.

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 six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

Day Work means work commencing between 6.00 am and 10.00am, Monday to Friday.

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

Employee means an employee of the Employer.

Employer means the company that employs workers who are engaged in civil construction works within the State of Queensland for which classifications are prescribed by this Document.

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Energy Super means Electricity Supply Industry Superannuation (Qld) Ltd (ABN 30 069 634 439, AFSL 336567).

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

FWC means the Fair Work Commission.

HSR means Health and Safety Representative elected to represent workers on health and safety and matters have responsibilities under the WHS Act.

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

JetCo means the Joint Electrical Training Council, which is CRITs associated training fund.

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

Local Employee means an Employee whose normal residential home base is within reasonable travel distance to the applicable work site each day.

National Training Package means endorsed collections of reference materials that define the national standards and qualifications for recognising and assessing people's skills in specific vocations.

NES means the National Employment Standards prescribed by the *Fair Work Act 2009 (Cth).*

Non-Local Employee means an Employee who cannot reasonably travel to the applicable work site from their normal residential home base each day.

Onsite means work that does not include the following:

- The off-site prefabrication of made-to-order components to form part of any building, structure or works, unless that work is performed on an auxiliary or holding site that is separate from the primary construction site or sites.
- The transportation or supply of good to be used for any of the work mentioned above (in the BCIIP Act definition of 'building work'), directly to construction sites where that work is being or may be performed.

Overtime means any time worked in excess of or outside of the ordinary working hours as prescribed in Part A, clause 5 of this Document.

Person Conducting a Business or Undertaking (PCBU) means a business or an undertaking that is either conducted alone or with others, whether or not for profit or gain.

Protect is the nominated redundancy fund for the AMWU.

QIRC means Queensland Industrial Relations Commission.

QLD Workers' Compensation means a type of insurance through WorkCover Queensland that can pay the wages and medical costs of employees who have been injured in the performance of their duties.

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

RDO means rostered day off.

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:

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(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.

STQ means Service Trades Queensland.

Tradesman means an employee who possesses as a minimum qualification a trade certificate.

Traditional Owners means an indigenous person who is a member of a local descent group having certain rights and responsibilities in relation to a tract of land or area of sea.

Union Delegate means an Employee elected by Union members and a member of an employee organisation entitled to represent the industrial interests of employees employed by the Employer as required. All parties to this Document shall be notified as soon as practicable after the election of a Union Delegate.

Union Representative means a member of an employee organisation entitled to represent the industrial interests of employees.

Union means the;

- *AMWU;*
- *AWU;*
- *CEPU;*
- *CFMEU; and*
- *ETU.*

Verification of Competency (VOC) means an assessment of an employee's knowledge and skills to assist in deeming staff competent to perform a task or operate plant and/or equipment.

Wage Guard is the nominated income protection insurance provider for the AMWU.

Wage Rate means the Employee's ordinary hourly rate of pay as set out in this Document.

Welcome to Country means a ceremony that is performed by indigenous Traditional Owners for people visiting their Country.

Wet Bulb Globe Temperature Index means the measure of the heat stress in direct sunlight, which takes into account temperature, humidity, wind speed, sun angle and cloud cover.

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

WHS Committee means a group of workers that have been nominated to develop and review health and safety policies and procedures for the workplace.

WHS Representative means Health and Safety Representative elected to represent workers on health and safety and matters have responsibilities under the WHS Act.

Workplace Impairment Policy and Procedures means the Workplace Impairment Policy and Procedures as set out in the Impairment Policy.

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Appendix B: Classification Structure and Level Descriptions

Construction Worker/Labourer Classifications

The Civil Worker (CW) classifications will apply to Employee(s) performing work of the nature of Civil Construction who are engaged in the classifications set out below and are employed to perform the works set out in this Document.

Determination of Classification for individual Employees:

The appropriate classification level will be determined by the primary role in which a person is engaged to perform by the Employer, regardless of that person's level of skill.

i. This means that the appropriate classification level for an individual will be determined on a task rather than skill basis.

ii. Individual classification levels will only change where the primary task for which the individual is engaged changes.

Classification	Definition
CW1	New Entrant (an entry level with less than 12 months experience) General Labourer Stores Assistant
CW2	Skilled General Labourer Earthworks Trim Grade Checker Heavy Plant Spotter Concrete Gang Concrete Float Hand Paving Stringliner Store-person Yardman Chainman
CW3	Elevated Work Platform Operator with Ticket Hoist Driver Concrete Finisher Form Worker Road Roller Operator under 12T Heavy Mobile Plant Operator (0-5T) Ticketed Dogman Steel fixer Ticketed Forklift Driver Ticketed Rigger/Scaffolder Telehandler (Up to 4.5T) Hiab Operator Shotcreter Shotcrete Crew Painter
CW4	Concrete Line Pump Operator Road Roller Operator 12T and over Concrete Finisher Concrete Paving Spreader Non-certified Tradesperson WHSO
CW5	Trade Qualified Tradesperson Crane Operator (5-20T) Operators of: Tractor up to but not exceeding 48kw (65bhp), Skid Steer Excavator up to but not exceeding 48kw (65bhp), Dumper/Water Cart not exceeding 40T, Mobile Concrete Pump Boom, Forklift not exceeding 48kw, Shotcrete Placing Machine, Paver Gantry Crane Operator
CW6	Heavy Mobile Plant Operator (>20T-60T) Operators of:

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	Tractor 48kw up to but not exceeding 370kw, Loader-Front End and Overhead from 48kw up to but not exceeding 370kw including:960, 966, 980, Dry Batch Plant, Pug Mill, Skid Steer Tractor from 48kw, Forklift from 48kw but not exceeding 220kw, Excavator not exceeding 3cubic metres, Dumper/Water Cart over 40T but not exceeding 100T, Dozer D8 without GPS, Compactor 825 without GPS, Graders 140,143,14,16 without GPS
CW7	Heavy Mobile Plant Operator (>60-100T) Operators of: Tractor from 370kw up to but not exceeding 450kw including Scraper 651/ Dozer DION, Trimmer, Excavator from 3 cubic metres, Loader-Front End and Overhead from 370kw up to but not exceeding 450kw, Wet batch Plant, Scraper 651, Compactor 825 with GPS, Graders 140,143,14,16 with GPS, Dozer D8 with GPS Tower Crane Operator
CW8	Heavy Mobile Plant Operator (>100T) Operators of: Tractor from 450kw including Dozer D11, D10-48kw, 475, Grader with Final Trim, Scraper 637

Mobile Crane Classifications

Rigger/Dogman
Up to 20 tonnes
Over 20 tonnes and up to 60 tonnes
Over 60 tonnes and up to 100 tonnes
Over 100 tonnes and up to 200 tonnes
Over 200 tonnes and up to 300 tonnes
Over 300 tonnes and up to 400 tonnes
Over 400 tonnes and special purpose cranes

Piling Classifications

Classification	Definition
CW1	Foundation Labourer (FL1)
CW2	Foundation Labourer (FL2)
CW3	Foundation Labourer – Skilled (FLS) Foundation Operator (FO)
CW4	Senior Foundation Operator (SFO)
CW5	Junior Supervisor
CW6	Working Supervisor
CW7	Senior Supervisor

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Electrical Worker Classifications

Classification	Definition
Grade 2	An Electrical Worker Grade 2 is an employee who is engaged in assisting a tradesperson, provided that such assistance shall not include the work of a tradesperson and; (a) Without limiting the scope of the work, an employee may perform unskilled tasks as directed to the level of their training; (b) is an employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.
Grade 3	An Electrical Worker Grade 3 is an employee who works under direction, may be required to perform the work of an Electrical Worker Grade 2 and; (a) without limiting the scope of the work, the employee may perform the work described below to the level of their training: (i) is engaged in store work; or (ii) is qualified and required to drive or operate the employer's machinery, plant or equipment incidental to their primary task or functions, including truck attendants; or (iii) inspects and tests fire alarm or security alarm equipment; or (iv) under the supervision of a tradesperson or electronics serviceperson; (1) installs radio, communications and related equipment including antenna; or (2) installs fire alarm or security alarm equipment; or (3) installs data and communication cabling. (b) provided that this person shall not undertake tasks requiring the skills of a tradesperson.
Grade 4	(1) An Electrical Worker Grade 4 is an employee who: (a) has worked for not less than one year in the industry, or holds the equivalent experience, and, without limiting the scope of the work, and to the level of their training, is an employee who: (i) performs scaffolding or rigging that is incidental to their primary task or functions (assisting a licensed electrical worker to perform electrical work); or (ii) is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or (iii) has worked for not less than one year as an Electrical Worker Grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson: (1) installs radio, communications and related equipment including antenna; or (2) installs fire alarm or security alarm equipment; or (3) installs, terminates and tests data, and communication cabling (iv) Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical Worker and works without assistance and supervision. (c) Provided that this person shall not undertake tasks requiring the skills of a tradesperson. (2) Included in this grade is the work of: (a) Purchasing Clerk/Storeperson; (b) Electronic Equipment Tester/Installer Level 2; and (c) Alarm security tester grade 2.
Grade 5	(1) An Electrical Worker Grade 5 is employed to use the skills acquired through the training specified below and is an employee who; (a) who holds a trade certificate or tradesperson's rights certificate in an electrical trade; or (b) has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or (c) has successfully completed an appropriate instrumentation trade course; or (d) holds an appropriate electrical/refrigeration/air conditioning trade certificate; or (e) has successfully completed an appropriate trade course in linework or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge. (2) Included in this grade is the work of: (a) Electrical Fitter; (b) Electrical Fitter (Instrumentation and Process Control); (c) Electrical Mechanic; (d) Alarm Security Technician Grade 1; (e) Alarm Security Tester Grade 3; (f) Television/radio/electronic Serviceperson/mechanic Level 1;

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	(g) Instrument Tradesperson Level 1; (h) Refrigeration/Air-Conditioning Tradesperson Level 1; and (i) Linesperson/Cable Jointer Level 1.
Grade 6	(1) An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition (a) has successfully completed (i) 33% of the qualification specified for Grade 7; or (ii) equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the Document; or (b) has acquired equivalent standard of skills as defined above as agreed between the parties to the Award through other means including a minimum of one years' experience as an Electrical Worker Grade 5. (c) is employed to use the skills acquired through the training or experience specified. (2) Included in this grade is the work of: (a) Electrical Tradesperson Level 2; (b) Television/Radio/Electronic Serviceperson Level 2; (c) Instrument Tradesperson Level 2; (d) Refrigeration/Air-Conditioning Tradesperson Level 2; (e) Linesperson/Cable Jointer Level 2; and (f) Alarm/Security Technician Grade 2
Grade 7	(1) An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who: (a) has successfully completed a Post Trade Certificate or has acquired the same standard of skills through other means including a minimum of 2 years' experience in the industry, (b) is employed to use the skills acquired through the training and/or experience specified. (2) Included in this grade is the work of: (a) Alarm/Security Technician Grade 3; (b) Communications Tradesperson - Special Class; (c) Electrical Linesperson - Live Line; (d) Electrician Special Class; (e) Electronic Serviceperson Grade 3; (f) Instrument Tradesperson - Complex Systems; (g) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 3; and (h) Television/Radio/Electronic Serviceperson Grade 3.
Grade 8	(1) An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who: (a) has successfully completed a Post Trade Certificate or "X%" of an Advanced Certificate or its equivalent and in addition has not less than 2 years' experience as an Electrical Worker Grade 7; and (b) is employed to use the skills acquired through the training and/or experience specified. (2) Included in this grade is the work of: (a) Electronic Tradesperson; (b) Instrumentation and Controls Tradesperson; (c) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 4; and (d) Installation Inspector.

Mechanical Worker Classifications

Classification	Definition
MW1	Basic Mechanical Trades Assistant Storeperson Lagger Truck Driver (MR, HR)

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MW2	Experienced Mechanical Trades Assistant Mechanical Trades Assistant-Truck Driver (MR, HR) Mechanical Trades assistant + Rigger (basic) Dogger
MW3	Mechanical Fitter Hydraulic Fitter Boilermaker Pipe Fitter Machinist Sheet Metal Worker
MW4	Sheet Metal Worker + Marker/setter out Boilermaker + Marker/setter out Boilermaker + Welder (non-certified) Mechanical Fitter - Hydraulic Mechanical Fitter - Pneumatic Mechanical Fitter - Machinist
MW5	Boilermaker + Welder (tested 1554 SP) Boilermaker - Pressure Pipe/vessels Mechanical Fitter - Pneumatic - Hydraulic Mechanical Fitter - Pressure Pipework
MW6	Boilermaker – Quality Checker Boilermaker + Pipe Fitter + Welder (AS 1796) Boilermaker + Marker/setter out + Welder Mechanical Fitter - Systems experience Boilermaker Welder - Tested to AS 1554SP or AS1796 or ASME IX

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Fire Sprinkler Services Classifications

Classification	Definition
Sprinkler Fitting Trades Assistant	Work performed by a Trades Assistant is limited to work of an 'unskilled nature'. Work of an unskilled nature means: • Organising tools; • Painting pipe; • Carrying pipe around the work site; • Laying pipe out; • Assisting in measuring up; • Concreting around pipes; • Installing penetration seals; • Assisting in fire rating; • Cleaning up; • Carrying out other labouring tasks (e.g. Digging holes, loading and unloading material and equipment); and • Picking up and delivering material and equipment to site.
Sprinkler Fitting Tradesperson Level 2	A Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who: has successfully completed three appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience, subject to having successfully completed a skills test equivalent to the structured training requirements for this level. A Sprinkler Fitting Tradesperson Level 2 works above and beyond a Sprinkler Fitting Tradesperson Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • works under general supervision either individually or in a team environment; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a work team; • exercises discretion within their level of training; • has knowledge of occupational, health and safety requirements subject to the level of their training; and • reads, interprets and applies information from plans.
Sprinkler Fitting Tradesperson – Special Class Level 1	A Sprinkler Fitting Tradesperson - Special Class Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed six appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. A Sprinkler Fitting Tradesperson - Special Class Level 1 works above and beyond a Sprinkler Fitting Tradesperson Level 2 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a team; • exercises discretion within the scope of this grade; • works under limited supervision, either individually or in a team environment; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular task: • exercises precision trade skills using various materials and/ or specialized techniques; • schedules and plan work activity; • writes brief reports on work activity; • has knowledge of the Australian Standards applying to their sphere of work;

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	• recognises hazards associated with tasks in their field of work; and • exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.
Sprinkler Fitting Tradesperson – Special Class Level 2	A Sprinkler Fitting Tradesperson - Special Class Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed nine appropriate modules in addition to the requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. A Sprinkler Fitting Tradesperson - Special Class Level 2 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • provides trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works under limited supervision either individually or in a team environment; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular task: • exercises high Precision Trade Skills using various materials and/ or specialised techniques. and • exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.
Advanced Sprinkler Fitting Tradesperson Level 1	An Advanced Sprinkler Fitting Tradesperson Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed ten and half appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. An Advanced Sprinkler Fitting Tradesperson Level 1 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 2 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • exercises discretion within their level of training; • is able to provide trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works under limited supervision either individually or in a team environment; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular task: • exercises high Precision Trade Skills using various materials and/ or specialised techniques; and • exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, C02 systems, deluge systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.

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Advanced Sprinkler Fitting Tradesperson Level 2	An Advanced Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed 12 appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. An Advanced Sprinkler Fitting Tradesperson Level 2 works above and beyond an Advanced Sprinkler Fitting Tradesperson Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • undertake quality control and work organisation at a level higher than for Advanced Sprinkler Fitting Tradesperson Level 1. • provide trade guidance and assistance as part of a work team. • assist in the provision of training to Employees in conjunction with supervisors/ trainers. • perform maintenance planning and predictive maintenance work within their field of work. • prepare reports of a technical nature on specific tasks or assignments as directed; and • exercise broad discretion within the scope of this level. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade Training to enable the Employee to perform the particular task: • use information from plans to identify, diagnose and solve problems related to their sphere of work; • be able to identify any deviations from plans and sketches; • schedule and plan work for a team and provide brief reports on the progress and quality of the work; • exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, CO2 systems, deluge systems, pumps and pump control systems, hydrant systems, hose reels, combined systems or explosive suppressive systems; and exercising diagnostic skill in respect to various systems in fire protection

Plumbing and Mechanical Services Classifications

Classification	Definition
Plumbing and Mechanical Services Sheet Metal Worker Level 1(a)	New entrant under the age of 21
Plumbing and Mechanical Services Sheet Metal Worker Level 1(b)	New entrant over the age of 21
Plumbing and Mechanical Services Worker Level 3	A Plumbing and Mechanical Services Worker Level 3 is an employee who: • has successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Level 2 consisting of formal structured training agreed to between the parties to this document: or • has obtained equivalent skills gained through work experience subject to competency testing to the prescribed standards covering the content of the above agreed modules of training; or • is a licensed Drainer. Employees at this level perform work to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises good interpersonal communication skills; • exercises discretion within their level of training; • understands and applies quality control techniques;

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Plumbing and Mechanical Services Worker Level 3	• performs work under general supervision either individually or in a team environment; • has knowledge of the four streams within the building and construction industry and how they inter-relate; • works in a safe manner; • having been given adequate written or verbal instruction, is able to control their own schedule of work and meet objectives with general supervision; • is capable of detailed measuring techniques; • interacts with and assists Employees of other companies on site or at the workplace; and • anticipates and plans for constant changes to the work environment. The following indicative tasks which an Employee at this level may perform are subject to the Employee having completed the appropriate training to perform the particular task: • operating a laser when carrying out levelling; • reading and interpreting plans and specifications; • operating machinery and equipment; • assisting with informal on-the-job guidance to other Employees to a limited degree; and • performing work for which a Drainers license is required
Plumbing and Mechanical Services Tradesperson Level 1	A Plumbing and Mechanical Services Tradesperson Level 1 is an employee who is not a licensed drainer and who is not performing mechanical services pipe-work, but who performs work of a skilled trade nature for which registration with a recognised licensing authority is not required, although the person may not be formally trade qualified, and who is able to exercise the skill and knowledge of the relevant trade. Indicative tasks which an Employee at this level may perform include: • exercises good interpersonal and communication skills; • reads, interprets and applies information from plans; • understands and applies quality control techniques; • exercises discretion within the scope of this grade; • performs work under general supervision either individually or in a team environment; • is able to perform tasks safely and be able to identify hazards within their sphere of work; • assists with informal on-the-job guidance to a limited degree; • performs non-trade tasks incidental to their work; • has knowledge of the fields of work within the Services Stream (Plumbing and Mechanical Services) and how they relate to the other areas of the services stream; and • performs work which, while primarily involving the skills of the plumbing and mechanical services trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training. The Plumbing and Mechanical Services Tradesperson Level 1 classification incorporates any worker working in any classification covered by the scope of this document, or the Award as it applied prior to this document, who is not: • engaged on tasks purely of an unskilled nature; • a Licensed Drainer; • a Licensed Plumber; • a Licensed Gasfitter; • a Mechanical Plumber performing any Mechanical Services pipe-work; or • holding a trade certificate level 3 in a trade within the national plumbing training packages.

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Plumbing and Mechanical Services Tradesperson Level 2	A Plumbing and Mechanical Services Tradesperson Level 2 is either a: • Plumbing and Mechanical Services Tradesperson Level 1 who has successfully completed three appropriate modules within an approved skills package in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or • person who holds a trade certificate level 3 within the national plumbing training packages relevant to work being performed under this document; or • person who holds a trade certificate level 3 in Engineering – Fabrication. A Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond a Plumbing and Mechanical Services tradesperson Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • works under general supervision either individually or in a team environment; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a work team; • exercises discretion within the scope of this grade; • has knowledge of occupational, health and safety requirements subject to the level of their training; and • reads, interprets and applies information from plans.
Plumbing and Mechanical Services – Special Class Level 1	A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson Level 2 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a team; • exercises discretion within the scope of this grade; • works under limited supervision, either individually or in a team environment; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the employee to perform the particular tasks: • exercise precision trade skills using various materials and/ or specialised techniques; • schedule and plan work activity; • write brief reports on work activity; • have knowledge of the Australian Standards applying to their sphere of work; • recognise hazards associated with tasks in their field of work; and • exercise skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.
Plumbing and Mechanical Services – Special Class Level 2	A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 who has successfully completed : three appropriate modules in addition to the requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification;

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	• provides trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works either independently within the skill level of the Employee, or in a team environment with limited supervision; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks: exercises high precision trade skills using various materials and/ or specialised techniques; and exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.
Advanced Plumbing and Mechanical Services Tradesperson Level 1	An Advanced Plumbing and Mechanical Services Tradesperson Level 1 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 who has who successfully completed:1.5 appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 2; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. An Advanced Plumbing and Mechanical Services Tradesperson Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • exercises discretion within their level of training; • is able to provide trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works either independently within the skill level of the Employee, or in a team environment with limited supervision; and • reads, interprets and applies information from plans; • The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks: • exercises high precision trade skills using various materials and/ or specialised techniques; • possesses effective written and verbal skills in order to provide concise reporting and communication; and • exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.
Advanced Plumbing and Mechanical Services Tradesperson Level 2	An Advanced Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond an Advanced Plumbing and Mechanical Services Tradesperson Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • undertakes quality control and work organisation at a level higher than for an Advanced Plumbing and Mechanical Service Tradesperson Level 1; • provides trade guidance and assistance as part of a work team; • assists in the provision of training to employees in conjunction with supervisors/ trainers; • performs maintenance planning and predictive maintenance work within their field of work; • prepares reports of a technical nature on specific tasks or assignments as directed; and • exercises broad discretion within the scope of this level. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks: • use information from plans to identify, diagnose and solve problems related to work in a specific field; • be able to identify any deviations from plans and sketches;

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	• schedule and plan work for a team and provide brief reports on the progress and quality of the work; • exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or consumer piping systems; and • exercises diagnostic skills in respect of various systems in plumbing and mechanical services.

Roofing Classifications

Classification	Definition
Roof Plumber Level 1	First 12 months of employment only
Roof Plumber Level 2	80% competent to trade level
Roof Plumber Level 3	Fully competent to trade level
Roof Plumber Level 4	Possessing relevant Certificate III trade qualification

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Appendix C: Additional Electrical Trade Definitions

Classification Definitions

Alarm/Security Technician Grade 1" means a tradesperson employed to carry out repairs and maintenance of alarm/control panels, detectors, pumps, fire suppression signs, bells and other associated equipment in the industry of fire-alarm servicing.

In the industry of security servicing, the tradesperson is employed in the field of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

"Alarm/Security Technician Grade 2" means an Alarm/Security Technician Class I who is engaged on complex or intricate circuitry or both, the performance of which requires the use of "Additional knowledge" as defined below.

Additional knowledge may be acquired through a minimum of 2 years on-the-job experience as a serviceperson, working on the company's installations and equipment.

"Alarm/Security Technician Grade 3" means an Alarm/Security Technician who:

(a) has not less than one year of experience as such and who has satisfactorily completed an appropriate electronics post trades course,

(b) has not less than 2 years' experience with the employer as such, and who possesses a thorough knowledge of the employer's company and processes and who is capable of servicing all the equipment associated with such company, and who is employed to maintain, test, modify services and/or repair complex and intricate electrical, electronic circuits or components, equipment, apparatus and/or devices used in industrial applications in the fire-alarm/security systems industry, and for which the performance of such work requires a higher skill than required by a tradesperson employed on basic service work.

"Alarm/Security Technician Grade 4" means an Alarm/Security Technician Grade 3 who is engaged in applying their knowledge and skills to the tasks of repairing, maintaining, servicing, modifying, commissioning, fault finding and diagnosing various forms of systems which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Alarm/Security Technician Grade 4, a tradesperson must have at least 3 years on-the-job experience in electronic systems utilising integrated circuits, and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as an Alarm/Security Technician Grade 4, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in this definition.

(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

"Alarm/Security Tester Grade 1" means a person employed to inspect and test alarm/control panels, fire suppression equipment, detectors, signs, bells, pumps and associated equipment in the industry of fire-alarm servicing. In the industry of security servicing, the "Alarm/Security Tester" is employed to inspect and test in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external security lighting devices and associated equipment.

In addition to those duties, the "Alarm/Security Tester" is capable of preparing written reports on the conditions, suitability and requirement for the abovementioned equipment. The Tester will be able to accurately identify faults in systems and report them expeditiously as required, as well as prepare reports detailing all requirements for the testing of systems in their test run.

"Alarm/Security Tester Grade 2" means an "Alarm/Security Tester" capable of testing any electrical system including but not limited to halon, CO2, ansul, emergency lighting, evacuation systems, all fire detection and suppression systems and

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associated equipment. The employee with minimal supervision and assistance will be able to interchange test runs and demonstrate the operation of systems to clients, insurers and appropriate personnel.

"Alarm/Security Tester Grade 3" means a person, or holder of industry recognised accreditation, which may be granted to persons who through industry experience, have gained the necessary skills, and are able to carry out all aspects of a Tester Grade 2 scope of work and are employed to carry out repairs and maintenance of alarm/control panels, detectors, fire suppression signs, bells and other ancillary associated equipment in the industry of fire alarm servicing, excluding authority provided power supplies or works on live side of isolating devices.

In the industry of security servicing, the person is employed in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

"Communications Tradesperson - Special Class" shall mean a Radio Mechanic, Electrical Fitter or an Electrical Mechanic, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson, working mainly on such complex and/or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable: and

(b) having, by virtue of either the satisfactory completion of an appropriate post trade course in electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

"Electrical Fitter" shall mean an employee who is mainly employed in the workshops manufacturing, fitting, and repairing electrical instruments, machines, and apparatus. Electrical fitting in this definition shall include armature and transformer winding, and people solely engaged in making and repairing instruments. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Fitter (Instrumentation and Process Control)" means an employee who is required to make and/or modify, test, install, adjust and repair, plant instrumentation involving process control equipment including instruments incorporating mechanical, pneumatic, hydraulic, electrical and electronic functions.

The legitimate possession of the appropriate certificate issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Labourer" shall mean an employee, not otherwise provided for in this Document, who is doing work necessary for electrical work.

"Electrical Linesperson" shall mean an employee engaged in overhead construction and maintenance work, and running, fixing, connecting, and maintaining electrical conductors outside of buildings, or an employee engaged in sapping poles, cutting chocks for arms, and fitting arms to poles while the poles are lying on the ground. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Linesperson - Live Line" shall mean an Electrical Linesperson as defined in this Document who is required to carry out "Live Line Work" as prescribed in the Electricity Act 1994.

Such employee may perform "Live Line Work" while the employee remains so authorised by the State Electricity Commission of Queensland in accordance with the said Act.

"Electrical Mechanic" shall mean an employee engaged in placing or affixing or running electrical conductors of all kinds and for all purposes from the point of supply to the point of utilisation, and also in the fixing inside of buildings and vehicles of all kinds of conduits and conductors. It shall include the erecting and connecting up of dynamos, motors, and switchboards, and the connecting up of all instruments and apparatus at the point of utilisation and supply for all

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purposes, including power, lighting, heating, and smelting, and safe working instruments, apparatus, telephones, bells, public address systems, wireless apparatus, meter fixing, connecting of meters, and the erection, overhauling and repairing of storage batteries and the assembling and renewing of finished parts, and the marking out and mounting of any switchboards, and the effecting of any repairs to electrical machines and appliances when it is necessary to carry out the work on the spot, or is incidental to such necessary work. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Storeperson" shall include an employee responsible for storing, receiving and issuing tools, parts and testing equipment in or in connection with an electrical, including radio and television, workshop and/or depot, but shall not include storepersons employed in any retail or wholesale establishment who receive, store or issue television, radio or electrical equipment and who are provided for in any other Agreement.

"Electrical Tradesperson's Assistant" shall mean an employee directly assisting a tradesperson.

"Electronic Equipment Tester/Installer Grade 1" means an employee engaged on the alignment, installation and testing of radio, communications and related equipment, installing fire alarms and/or security alarm equipment, or installing data and communication cabling, including the locating of faults not requiring the skills of a tradesperson.

"Electronic Equipment Tester/Installer Grade 2" means an employee who has had not less than one year at Level 1 or the equivalent experience. Provided that an Electronic Equipment Installer Level 2 shall not undertake tasks requiring the skills of a tradesperson.

"Electronic Serviceperson Grade 1" means an adult employee engaged on radio, communications and related equipment which requires the application of general trades experience gained through apprenticeship in that work.

"Electronic Serviceperson Grade 2" means an Electronic Serviceperson Grade 1 who has had not less than one year's experience as a tradesperson working in the radio communication industry.

"Electronic Serviceperson Grade 3" means an Electronic Serviceperson Grade 2 who is engaged on complex or intricate circuitry or both, the purpose of which work requires the use of "additional knowledge" as herein defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson working on such complex or intricate circuitry work as will enable the tradesperson to perform such work unsupervised where necessary and practicable; and

(b) having by virtue of either the satisfactory completion of a prescribed post trades course in industrial electronics, radio or communications or the achievement of a comparable standard of knowledge by other means, including the on-the-job experience gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

"Electronic Serviceperson Grade 4" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 3, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment, on which the tradesperson is required to carry out their tasks. To be classified as an Electronic Serviceperson, Grade 4, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as Electronic Serviceperson, Grade 4, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry using diagrams and test equipment.

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in this definition.

(d) Preparing reports of a technical nature on specific tasks or assignments, as directed, and within the scope of the work as described in this definition.

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"Electronic Serviceperson Grade 5" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 4, who in addition to the requirements of the Electronic Serviceperson Grade 4, must have one further years on-the-job experience as a tradesperson working on electronic systems, but who in addition is required to maintain and repair multi-function printed circuitry using circuit diagrams and test equipment.

To be classified as an Electronics Serviceperson, Grade 5, a tradesperson must be engaged in applying their skills and knowledge to the tasks of designing, modifying, testing and diagnosing complex electronic systems related to radio and communications equipment.

"Electronics Tradesperson" means an electrical tradesperson working at a level beyond Electrician Special Class and who is mainly engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the system and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronics Tradesperson a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part time study.

In addition, to be classified as an electronics tradesperson a tradesperson must be required, as part of their duties, to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment.

(b) Work under minimum supervision and technical guidance.

(c) Provide technical guidance to other tradespersons or to management within the scope of the work described in this definition; and/or

(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

"Fire-alarm Systems" means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.

"Installation Inspector" shall mean an Electrical Mechanic who is employed by an Electrical Contractor or company which is principally engaged in providing independent installation inspections and who is qualified within the terms of the Electricity Act 1994, to act as an Installation Inspector and is employed as such. An Installation Inspector must have the following qualifications:

(a) Possess a certificate of competency as an Electrical Mechanic

(b) Has successfully completed a course conducted by the Department of Employment Vocational Education and Training at a TAFE College or approved skill centre comprising the following subjects:

(i) AEL 223 - Electrical Installation Work.

(ii) AEL 226 - Electrical Practices and Responsibilities.

(iii) AEL 122 - Electrical Installation Testing.

(c) Has at least 3 years recent experience in the Electrical Contracting Industry as an Electrical Mechanic or has at least 3 years recent experience as an Installation Inspector with an Electricity Authority in Queensland.

"Instrument Tradesperson" means a tradesperson who is mainly engaged in installing, (including the installing of inter connecting instrumentation wiring, not prohibited by the Electricity Act 1994 or hydraulic or pneumatic instrumentation tubing), repairing, maintaining, and servicing industrial instruments and control systems, including instruments and systems utilising integrated circuits.

An Instrument Tradesperson will have completed an apprenticeship, the greater part of which involved industrial instrumentation, or alternatively can demonstrate a knowledge and understanding of industrial instrumentation and can apply that knowledge and understanding to the tasks assigned by their employer. The required knowledge and

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understanding would have been gained by undertaking a formal training course run by a State Education Department or Technical Education Department or its equivalent or by at least 12 months on the job experience as a tradesperson at instrument work

"Instrument Tradesperson - Complex Systems" means an instrument tradesperson who is mainly engaged in installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles, including work on complex digital and/or analogue control systems utilising integrated circuits.

To be classified as an Instrument Tradesperson - Complex Systems, a tradesperson will have:

(a) had a minimum of 2 years on the job experience as a tradesperson working predominantly on complex and/or intricate instruments and instrument systems, as will enable them to perform such work under minimum supervision and technical guidance; and

(b) satisfactorily completed an appropriate post trade course equivalent to at least 2 years part time study or has achieved to the satisfaction of the employer, a comparable standard of skill and knowledge by other means including in-house training or on the job experience referred to in (a)

"Instrumentation and Controls Tradesperson" means an instrument tradesperson working mainly at a level beyond that of instrument tradesperson - complex systems and who is mainly engaged in applying their skills and knowledge to installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding industrial instruments which make up a complex control system which utilises some combination of electrical, mechanical, hydraulic and pneumatic principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.

The application of this skill and knowledge would require an overall understanding of the operating mode or principles of the various types of measurement and control devices on which the tradesperson is required to perform their tasks. To be classified as an Instrumentation and Controls Tradesperson, a tradesperson must have at least 3 years relevant on the job experience as a tradesperson - 12 months of which must be at the level of "Instrument Tradesperson - Complex Systems" and in addition must have satisfactorily completed a related post-trades course equivalent to at least 2 years part time study.

In addition, to be classified as an Instrumentation and Controls Tradesperson, a tradesperson must be required as part of their duties to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment:

(b) Work under minimum supervision and technical guidance:

(c) Provide technical guidance to other tradespeople or to management within the scope of the work described in this definition; and/or

(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

“Jointer" shall mean an employee who is employed in jointing cables or sweating on lugs in connection with the installing and maintenance of underground or overhead distributing systems, and the running of feeders, mains and services up to the main fuse in consumers' premises. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Workers and Contractors' Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Journeyperson" shall mean an Electrical Fitter, Electrical Mechanic, electrical Jointer, Electrical Linesperson, electrician in charge, shift electrician, Radio Mechanic or television mechanic.

"Lines Clearance Operator" means an adult who is employed on the clearance of vegetation in the vicinity of overhead power distribution lines.

"Purchasing Clerk" means an employee who initiates orders for electrical materials, receives and issues materials and provides reports on the cost of materials for the preparation of tender documents and job cards.

In addition to these duties, the Purchasing Clerk may conduct sale of materials and equipment to the Public or to the Trade.

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“Radio Mechanic" shall mean an employee who is mainly employed to assemble and/or repair, and/or service, and/or install, and/or test radio receivers, and/or public address systems.

"Refrigeration Mechanic or Serviceperson Grade I" means a tradesperson employed to carry out installation, repairs, and routine maintenance of domestic, commercial and industrial refrigeration and air conditioning systems.

“Refrigeration Mechanic or Serviceperson Grade 2" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than one years’ experience as a tradesperson engaged on complex or intricate circuitry or both.

"Refrigeration Mechanic or Serviceperson Grade 3" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than 2 years’ experience as a tradesperson, and possesses a sound working knowledge of refrigeration and air conditioning, electrical control systems to enable the employee to service, diagnose faults and repair domestic, commercial and industrial refrigeration, air conditioning systems under limited technical supervision.

In addition, to be classified as a Refrigeration Mechanic Grade III, the employee must demonstrate sufficient working knowledge of electronic controls as applied to refrigeration and air conditioning systems to enable the employee to identify faulty modules.

"Refrigeration Mechanic or Serviceperson Grade 4" means Refrigeration Mechanic or Serviceperson Grade I, who has had not less than 3 years’ experience on-the-job as a tradesperson and possesses a sound working knowledge of refrigeration and air conditioning electrical and electronic systems as to enable the employee to commission, service, diagnose faults and repair domestic, commercial and industrial refrigeration and air conditioning systems.

To be classified as a Refrigeration Mechanic Grade IV, the employee must have satisfactorily completed a 2 year post trade course in Industrial Electronics.

In addition, to be classified as a Refrigeration Mechanic or Serviceperson Grade IV, a tradesperson may be required to carry out the following duties:

(a) Maintain and repair multi-function printed circuits using circuit diagrams and appropriate test equipment;

(b) Work under minimum supervision and technical guidance;

(c) Provide technical guidance within the scope of the work described in this definition; and

(d) Prepare reports of a technical nature on specific tasks or assignments as directed within the scope of the work described in this definition.

“Security Alarm Systems" means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic or acoustic equipment or device, or any combination thereof which includes any intruder alarm systems incorporating closed circuit television, video or photographic systems, electronic, electro-mechanic access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or Governmental purpose.

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

"Television/Radio/Electronic Equipment Serviceperson Grade I" means an adult who has completed an appropriate trades course or who has achieved an equivalent standard of skill and knowledge, and who is engaged on routine servicing work which requires no more than the application of the general trade experience gained through apprenticeship or equivalent training on-the-job.

"Television/Radio/Electronic Equipment Serviceperson Grade 2" means a Television/Radio/Electronic Equipment Serviceperson Grade I who has had not less than one years’ experience, as a tradesperson, working on visual and/or sound receiving, recording and/or reproduction devices and associated equipment and associated electronics products.

"Television/Radio/Electronic Equipment Serviceperson Grade 3" means a Television/Radio/Electronic Equipment Serviceperson Grade II who has completed an appropriate trade course which includes instruction in electronic products and who has achieved an equivalent standard of skill and knowledge through 2 years’ experience in the industry or through a special course of tuition, and is required to diagnose and rectify faults in electronics equipment and/or similar apparatus.

"Television/Radio/Electronic Equipment Serviceperson Grade 4" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Serviceperson Grade III, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing modifying,

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commissioning, testing, fault finding and diagnosis of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits, and in addition, must have satisfactorily completed a post trades course in electronics to at least 2 years part-time study.

In addition, to be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry, using circuit diagrams and test equipment

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in the definition.

(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

"Television/Radio/Electronic Equipment Serviceperson Grade 5" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Equipment Serviceperson Grade IV who, in addition to the requirements of the Television/Radio/Electronic Equipment Serviceperson Grade IV, must have one additional year on-the-job experience as a tradesperson working on electronic systems, but, who in addition, is required to maintain and repair multi-function printed circuitry using diagrams and test equipment.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Class V, a tradesperson must be engaged in applying their skills and knowledge to the tasks of design, modifying, testing and diagnosis of complex electronic systems related to radio and communications equipment.

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

"Truck Attendant" shall mean an employee who is part of a gang which performs electrical work and who during the course of their work, assisting electrical Journeypersons, is required as a minor part of their duties to drive vehicles under 6 tonnes used in connection with the work of the gang.

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Appendix D: 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 Employee Assistance Programs. Support is strictly non- punitive and can be accessed at any time (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;

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(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). Ongoing promotion of this policy.

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6.4. 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.

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.

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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 a standard drink is 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:

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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

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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. 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.

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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:

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

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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;

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(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).

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

vi. 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.

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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.

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(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 phenomenon occurs, which is:

- the direct observation of the employee of use of, and/or the physical behavioural symptoms of being impaired by, alcohol; and/or
- Unusual and/or inexplicable actions by the employee; or
- There is evidence that the employee is involved in the use or possession of alcohol and/or other drugs while working; or
- 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

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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.

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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.

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;

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(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

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.

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Appendix E: Forms and Additional Documents

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**

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RDO NOTIFICATION FORM

Notification pursuant to clause 8.7(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	

Manager contact details

Name: _____

Phone: _____

Email: _____

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

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

Explanation of ground/s listed above:

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Kristian Marlow

From: Amanda Yeates [redacted]
Sent: Monday, 7 June 2021 1:28 PM
To: [redacted]
Cc: Damian Long; 'Priscilla Radice'; Deanne M Hawkswood; Adriana M Devlin
Subject: RE: DEPW BPIC and Pre Qualification

Afternoon Andrew

Our 'decoupling' from EPW in the implementation of BPIC is to ensure that for the QTRIP program we can implement something that is workable, compliant and legal. Happy to have a discussion but I would reiterate that, whilst we are working closely with EPW as the policy owner, for the QTRIP/ TMR BPIC implementation, TMR is the lead so my preference is to focus our discussions on working together to implement for TMR.

'Respect the Distance'. Stay Safe.

Amanda Yeates BE (Civil) RPEQ FIEAust CPEng EngExec NER APEC Engineer IntPE (Aus) MAICD
Deputy Director-General | Infrastructure Management & Delivery
Department of Transport and Main Roads

[redacted]

From: [redacted]
Sent: Tuesday, 1 June 2021 5:53 PM
To: Amanda Yeates
Cc: Damien Long ; 'Priscilla Radice'
Subject: DEPW BPIC and Pre Qualification

Amanda;

Priscilla, Damian and I have been attending the DEPW sessions on the BPIC and Pre Qualification. They constantly make comments throughout it that they have legal advice that says they can do this- that the application is mandatory (all language that the ABCC have advised is in contravention of the Building Code) and that other departments might be trying to do their own thing but that DEPW will be the approver of what is to be done and how.

As a result of all of this, at the session last week we collectively raised significant concerns and asked for a session where the legal minds could come together and discuss. DEPW advis3d today that they have no intention of doing this and that other departments must comply with their approach.

Would it be possible to sit down with yourselves and discuss this and what we are hearing from DEPW next week?

Regards

Andrew Chapman
CEO
[redacted]

****
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****

Kristian Marlow

From: Damian Long
Sent: Tuesday, 12 April 2022 4:29 PM
To: David Moody; Gavin Turner; Luke Bird; Mark Goodwin; Sean Donald; Stephen Beck; Tim Mcilwain
Subject: Draft BPIC Guide for Subcontractors
Attachments: Draft BPIC Guide for Subcontractors 12-4-22.pdf

Hi all,

For your information QMCA has prepared the attached and has asked us for input which I have been providing.

The document has been prepared in consultation with QMCA lawyers and the ABCC has provided direct comment.

QMCA, with support from us, sent a copy to TMR for comment. This is line with gaining wider input prior to release.

The response has been quite negative. Interesting the negative response has only been directed to QMCA.

Amanda's reply:

> *Good afternoon Andrew*
>
> *Given all the work we have been doing as an industry I must say I was a bit surprised and taken aback when I received this with no prior notification from you Andrew. I am not certain how this fits into any of our conversations around collaboration and I might suggest it dilutes confidence in a lot of the good work that we have been doing in the collaborative taskforce. I am also interested to note that the other major associations involved in our collaboration taskforce are not included in the draft document. Did IAQ and CA not wish to take part or is it that they were not consulted either?*
>
> *I am not certain what useful commentary I could provide on your draft document at this point. But I will say that on reading your email below that suggested the attached was a guidance note 'with detailed input from appropriately qualified legal resources….', my first thought was that perhaps you had attached the wrong document because the attachment you sent me is emotive, subjective, highly editorialised, bears no resemblance to what I understand to be a guidance note and, adds no value.*
>
> *What you choose to do with his information and the draft note you sent is a matter for you. At this point I don't feel I can add much value but I will again express my disappointment at the way you have approached this.*

We have agreed that the language needs to be "cleaned up" to remove editorial content etc. This issue has been raised in our TMR and HR/IR committees. Members are seeking clarification and guidance to their rights in navigating BPIC.

I am seeking your input to the attached and gauge your support to continue to work with QMCA to produce a final version of the guidance note.

I will reach out to Amanda independently. The document may not add value to TMR but it does for our members.

Thanks

0496

BPIC Guide for Sub Contactors & Reputable Suppliers

QMCA and the CCF QLD and their members understand the complexities and confusion associated with the Transport BPIC. This document has been developed to assist Subcontractors to navigate these.

It is important that Subcontractors are aware of the complexities and more importantly the potential longer-term impacts of implementing Transport BPICs. The Transport BPIC policy has the real potential to drive up wage costs across the civil construction industry and, via the introduction of previously unseen terms and conditions, reduce flexibility and competitiveness of contractors and subcontractors. Whilst the State Government is applying the policy to Queensland Government projects over $100 million (or other declared projects), the consequence could be seen industry wide. If contractors and sub-contractors implement enterprise agreements consistent with Transport BPICs, they could be in a position where they will be subject to those rates of pay and conditions across all clients as it is not possible to have multiple enterprise agreements applying to employees. This could result in either higher rates across the entire industry or sub-contractors who have Transport BPIC like agreements and consequentially pricing themselves out of non-QLD Government work.

The Transport BPIC guidance documentation would also seek to enhance the 'entitlements' of Unions on projects by prescribing a number of activities where there is to be Union involvement. Where a Subcontractor implements these entitlements through an enterprise agreement, they need to be aware that these Union activities will also spread to non-QLD Government projects. QMCA and CCF QLD strongly recommends that Sub-Contractors consider these impacts prior to making decisions about how they respond to the Transport BPIC policy.

It is the opinion of the QMCA and CCF QLD that there are significant regulatory controls designed to ensure industrial relations are not subject to third party interference (including from the State Government). These include the Fair Work Act 2009, Building and Construction Industry (Improving Productivity) Act 2016 (BCIIP Act) and the Building Code 2016. By introducing the Transport BPIC, the State Government are placing Contractors and Sub Contractors in a position that may result in them inadvertently breaching these regulatory controls.

It is highly recommended that companies contact the ABCC if they have any questions or queries as well as seeking appropriate legal advice. Please treat this seriously as the implications from an operational perspective are equally serious, as well as the regulatory impacts. Noncompliance with the Building Code, FW Act and BCIIP Act could see contractors and sub-contractors banned from tendering federally funded works for up to 12 months. This penalty would be imposed by the Minister of the back of recommendations from the Regulator; the ABCC.

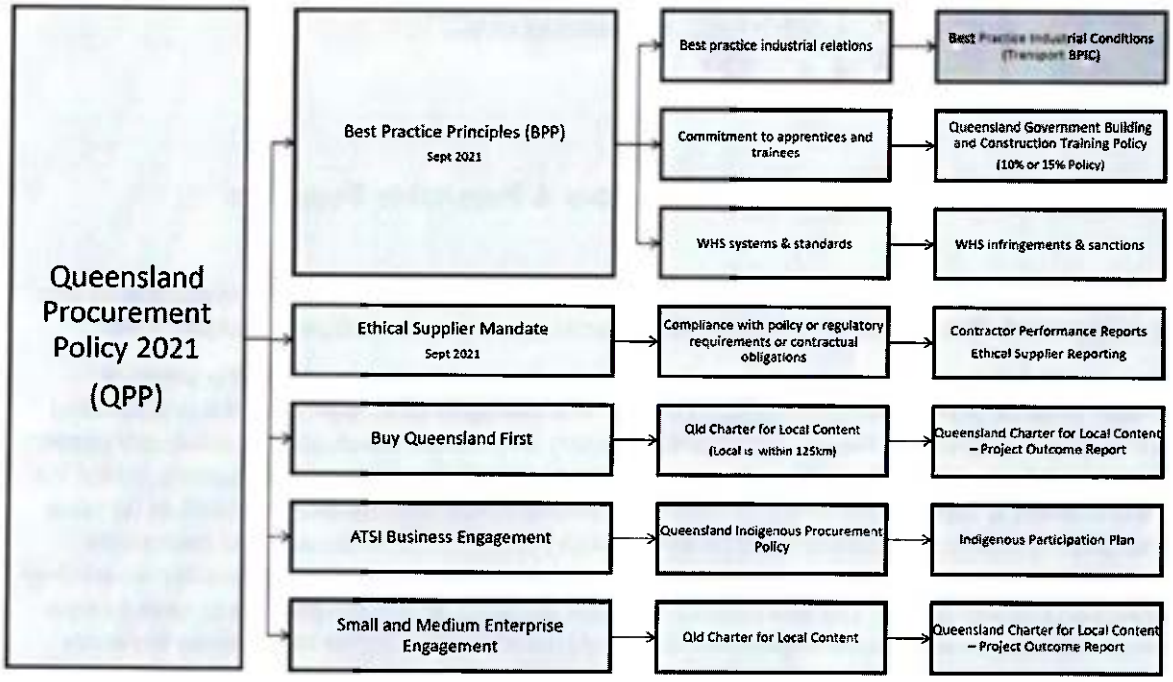
It is also recommended that companies always seek appropriate industrial relations legal advice too.

What is the Transport BPIC all about?

The Transport BPIC, as published by the Queensland Government, provides non-mandatory guidance on employment terms and conditions including suggested minimum pay rates, ordinary hours, penalties and allowances. In short, the Transport BPIC is presented as an unsigned pattern union Enterprise Agreement. The objective of the Transport BPIC is to meet Queensland Government's Industrial Relations procurement aspirations. There are many elements of the Transport BPIC that are new to the Queensland civil construction industry.

0497

How does the BPIC fit into Queensland Governments Procurement Policy?



As can be seen, Transport BPIC is not the State Governments key enabler to drive best practice in areas such as Apprentices and Trainees, Ethical Supplier, Workplace Health and Safety, Local Content, Indigenous Participation, Diversity, etc. These high value outcomes are delivered through other policy settings, though at times are represented as outcomes from the Transport BPIC.

Who does the BPIC apply to?

The Transport BPIC provides insights into the terms and conditions of employment the Queensland Government believes should indicatively exist on State-funded construction projects, valued at or over $100m with further benefits for workers who participate in projects over $300M.

Who is intended to be covered by the BPICs?

The intent of the Queensland Government is that the Transport BPICs will apply to all construction work on a project over $100 million (or other projects as declared), whether by employees of the head contractor or by employees of a subcontractor. It should be noted that the BPICs are NOT mandatory. This is covered further below.

Why has the Government decided to implement the BPIC Policy?

It is the State Government's view that the Transport BPIC provides for a range of different outcome improvements including harmonious industrial environment on projects. Whilst many unanswered questions regarding what specific recent events have triggered concerns for the State Government have been asked, the QMCA and CCF QLD have the view that the civil construction industry has a good track record when it comes to industrial action on projects. In the absence of a clear policy driver arguably the guidance provided generates unindexed labour cost increases, unworkable conditions and union intervention and rights on site.

Is the Transport BPICs mandatory?

No. The Transport BPIC is guidance only and not mandatory.

On a number of projects so far, the State Government has not required an absolute commitment from Contractors and Subcontractors. It would be unlawful for them to do so.

It would also be unlawful for the head contractors to require an absolute commitment from their downstream subcontractors.

In recent tender documentation, the procurement documents frame BPICs as the State Government's preferred way of ensuring:

- the attraction and retention of a skilled and experienced workforce; and
- the promotion of positive, collaborative, and productive interactions with 'relevant stakeholders.

It is then for the bidder to substantiate (whether by commitment to the BPICs or some other approach) how these goals will be achieved.

There are legal difficulties when:

- a subcontractor on a construction project is encouraged to comply with the BPICs and honour its employment terms and conditions in a mandatory way; or
- a subcontractor is required to commit to the BPICs on a mandatory basis, as part of prequalification for selection for a project.

For the benefit of clarity, the Transport BPIC on its own as a guidance document does not constitute coercive conduct or undue influence.

Contextually the development of this guidance document has been sponsored and funded by the Queensland Government with the intended scope of influence being the state's infrastructure capital works program.

If any subcontractor or supplier experiences this they should contact the Australian Building & Construction Commission (ABCC) immediately and report the contractor.

Is it intended that the Transport BPIC will be enforced?

BPICs are unenforceable. It is unlawful to adversely impact or discriminate against a contractor or tenderer on the basis of their lawful enterprise agreement. As such, the BPICs have no legal application. It should be noted, if a contractor or subcontractor makes certain commitments through a procurement process, they will be expected to deliver on those in the same way they are expected to deliver on price commitments.

Subcontractors may be asked to consider applying BPICs in their pricing. This is a choice of the subcontractor. They may decide they will adopt similar terms, or they will not adopt any of the terms. Noting, it would be unlawful for a Subcontractor to experience adverse action as a result of their industrial arrangements. What is important to remember is that, as per s58 of the FWA, only one enterprise agreement can apply to an employee at a particular time.

Considering the fluidity and range of variables of the implementation of the policy, we are not sure how the BPICs will be managed through the delivery of a project due to the possible legal ramifications. When we have more information on this, we will update this guidance note.

0499

My current enterprise agreement has rates of pay between a modern award and those contained within the Transport BPIC. Do I need to get a new EBA, or vary my existing EBA because of the BPIC policy?

No. You cannot be discriminated against whether you have an EBA with a Union or not. This includes being discriminated against by any Head Contractor or a Client. If you feel that this has happened, please contact the ABCC.

How has DTMR consulted with industry in developing this initiative considering its potential implications on private sector enterprises of all shapes and sizes who participate in the infrastructure industry?

DTMR has consulted with industry associations including QMCA, CCF QLD, Consult Australia, Master Builders and IAQ. The feedback provided has been extensive albeit a limited amount has been adopted. Where opportunities exist to provide feedback in the future, industry associations will continue to advocate for a change in policy. It should be noted, QMCA, CCF QLD and other industry associations support the Best Practice Principles objective of safe, quality workplaces for all industry participants.

My current enterprise agreement has different Terms and Conditions to those contained within the Transport BPIC. Do I need to get a new EBA?

No. The introduction of the Transport BPIC policy does not create an obligation on any party to change its legal employment instrument DTMR has regularly reinforced its expectation that all parties understand and comply with the law.

My current enterprise agreement doesn't involve a Union organisation. Do I need to negotiate with the applicable Union/s and get a new EBA?

No. Employers are entitled to have a non-union agreements and are not obligated to change their employment arrangements as a product of the Government's policy and guidance material.

As TMR have been requested to implement the Transport BPIC policy, is it expected that they will also be party to any negotiations and/or agreement established as a product of the policy?

You are not required to negotiate a new Enterprise Agreement as a result of BPICs. In the event you choose to negotiate a new Agreement so to respond to things like changes in the market conditions, DTMR are not a party to your process nor your Agreement. For the benefit of clarity, no other entity can dictate who is to be a party to your Agreement.

Tender documentation refers to a project having "Reputable Suppliers". It goes on to define a "Reputable Supplier" as one which has rates, terms and conditions no less than those contained with the Transport BPIC. Do I *need* to get a new EBA?

No. It is unlawful for one entity to dictate the industrial terms of another. It would be unlawful for contractual or other *requirements* to be imposed on subcontractors or tender respondents to alter their registered enterprise agreement or provide for conditions in accordance with the Transport BPIC. You cannot be refused work on the basis of the terms and conditions that you pay your workers.

0500

The Transport BPIC contains more classifications by number and different definitions from what has been traditionally seen in the civil infrastructure environment. Do I need to adjust my EBA or Award payments to align to this?

No. You do not. These are not binding. Nothing in the Transport BPIC guidance is mandatory and you do not have to change your legal industrial instruments to suit. The Building Code also prohibits companies from paying higher rates than what are prescribed in their existing Enterprise Agreements (jump up clauses).

The Transport BPIC captures a number of trade classifications, typically not seen in civil construction nor employed by my enterprise. Do I need to include this in any future industrial instruments or agreements I make?

No. The content and framework of your Agreement is for you to determine and agree with your employees.

Some of the suggested terms and conditions would impact my ability to autonomously manage my enterprise. How do I handle this?

You are not required to adopt any of the terms or conditions contained in the BPIC in your industrial instruments. None of the content is mandatory.

As DTMR have identified the Transport BPIC guidance reflects best practice industry conditions, noting my company has provided services to Roadtek, is it likely that the same conditions and rates of pay will appear in their wider business operations??

Aside from the current advice that this policy is only to be considered on projects $100M +, this is not a matter for QMCA or CCF QLD to provide comment upon.

Does an Enterprise Agreement need to take the form of the guidance material to deliver on the intent of the BPIC Policy?

No. Good quality workforce engagement and workplace practices can deliver on the intent of BPIC.

If I secure an Enterprise Agreement that aligns with the intent of BPIC will I receive preferential treatment when it comes to tendering for a supply or subcontract on a BPIC project?

No. It would be a breach of the Fair Work Act and Building Code if one party received preferential treatment as a product of their industrial agreement as this is effectively disadvantaging another party due to their industrial arrangement. A head contractor may also potentially breach the BCIIP Act if they discriminate against or take adverse action against a subcontractor because they are or are not covered by an enterprise agreement or any other legal industrial arrangement.

Does the Transport BPIC clash with the Building Code?

Code covered entities must ensure that in interacting with or applying the BPIC they do not breach the Code or a workplace law. It is unlikely that the head contractor will breach the Building Code if the subcontractor is asked only to explain how the bid will serve:

- the attraction and retention of a skilled and experienced workforce; and
- the promotion of positive, collaborative, and productive interactions with 'relevant stakeholders'.

The subcontractor can rely on other arrangements which achieve those goals, whether or not the BPICs are applied. At a practical level, it is unclear how departures from the BPICs will be assessed in light of those goals. It might be possible for a decision-maker, determined to serve the policy of the BPICs, to assess any other approach as less satisfactory. Care should be taken to scrutinise any assessment to that effect, to ensure the BPICs are not being applied in a mandatory fashion, by stealth.

If it appears that:

- the tender makes the BPICs mandatory; or
- it is implemented in that manner; or
- it can be demonstrated that, regardless of the tender language, a subcontractor was excluded because their bid committed to something other than the BPICs,

it is likely that this conduct will contravene the BCIIP Act and FW Act primarily and then also the Building Code.

If this occurs the ABCC should be informed immediately.

The Building Code imposes various obligations on code covered entities, but the ones most relevant are:

- engaging in conduct, or implementing a procedure or practice which has or is likely to have the effect of prescribing the terms and conditions on which subcontractors and their employees are engaged;
- monitoring the subcontractor's employment arrangements;
- coercing, or threatening to coerce, a contractor to make payments over and above its current employment arrangements; and
- coerce a subcontractor or apply undue influence or pressure on a person to require payments to be made by a subcontractor to a particular fund or scheme.

A contractor requiring any of these things will risk Building Code breach and sanction. Subcontractors experiencing any of these things should notify the ABCC.

With Code Compliance important to my business as I do participate on Federally funded projects, am I potentially taking risks in the decisions I may make in attempting to respond to the Transport BPIC initiative?

Yes. You should get legal advice before you attempt to 'comply' with the Transport BPIC.

Has the ABCC expressed a view?

The QMCA and CCF QLD have engaged with the ABCC on the introduction of BPICs. The ABCC are monitoring State Government procurement activities closely. They are also taking an active role in educating the industry.

The ABCC has published two articles on the interaction of the BPICs and the Building Code.[1]

Those articles confirm the ABCC's view that:

- the proposed project terms published (so far) by the Queensland Government do not breach the FW Act, BCIIP Act or the Code; but
- applying the project terms poses a serious compliance risk for a Code-covered entity.

The specific concerns identified by the ABCC are that:

[1] https://www.abcc.gov.au/queensland-government-procurement-policy-best-practice-principles-bpps; and https://www.abcc.gov.au/queensland-government-draft-transport-infrastructure-contract

- the project terms require contractors to assess how subcontractors propose to address each of the BPICs;
- the Administrator is then involved in the assessment and approval of a subcontractor, based on documentation submitted in advance of selection.

Depending on how this is done, it might have the effect of:

- adopting practices or procedures which prescribe terms and conditions on which:
- subcontractors; and
- their employees are engaged;
- monitoring or auditing the subcontractor's employment arrangements;
- coercing a subcontractor to make payments over and above its current employment arrangements.

Significantly, the project terms do not link the assessment of contractors to the two project-delivery goals noted above; the assessment refers directly to the BPICs.

I am being told by employee representative groups that 'you need to get onboard as everyone else is'. Is this true and will my business viability be at risk if I don't?

This is not true. An employer cannot be subject to adverse action as a result of their industrial arrangements. If this is occurring, we recommend that you speak to your Head Contractor, the ABCC or Fair Work Ombudsman.

What can be done if there are concerns about a project?

The QMCA and CCF QLD recommend that subcontractors and suppliers who have any questions or concerns about the Transport BPIC and how it may impact them should contact the ABCC before making any decisions to change their operating procedures in response to it. The ABCC has confirmed its commitment to provide support to those seeking assistance noting its role is to enforce the Building Code in any scenario where it has been breached.

Do I have an obligation, legal or otherwise, to report events which I believe represent a breach of the Building Code?

Yes, Code covered entities are obliged to report breaches or suspected breaches of the Code to the ABCC. For the benefit of clarity, you are not obliged to report the breaches of others – but the ABCC would encourage you to do so.

Will Transport BPIC impact the cost of infrastructure and other programs of work such as Inland Rail, Green Energy initiatives and infrastructure needed for the 2032 Olympics?

The influence of Transport BPIC will likely be an unindexed increase in the cost of skilled and unskilled construction workforce on all infrastructure projects in the region with these increases not aligned to traditional CPI or economic drivers. QMCA & CCF QLD research has indicated that the increase in costs associated with infrastructure is circa 15%-25%.

It is also likely to have a significant influence on the cost of project supervision and management noting that many of these delivery roles are indexed off the annualised cost or the workforce which they need to oversee and direct.

A significant increase in workforce cost may see business cases for new projects wane from bankable to unviable.

Kristian Marlow

From: Industry Liaison [redacted]
Sent: Wednesday, 2 August 2023 8:59 AM
To: Damian Long [redacted]
Cc: Paul A Schmidt; Deanne M Hawkswood; Kelly A Taylor
Subject: New prequalification for Best Practice Principles and Transport Best Practice Industry Conditions
Attachments: Attachment 1 - Transport BPIC $100m - $700m_FINAL.pdf; Attachment 2 - NPS QLD Supplement for BPP - Final.pdf; Attachment 3 - BPP Prequalification FAQs.pdf

Good morning,

The Department of Transport and Main Roads (TMR) is introducing a new Best Practice Principles (BPP) prequalification.

This prequalification category will establish a commitment to the BPP, including the intent and outcomes of the *Best Practice Industry Conditions for Transport Civil Construction Projects (Transport BPIC)* **(Attachment 1).**

From 1 August 2023, the BPP prequalification will be required for contractors to tender on projects where the BPP applies (over $100 million or declared). It aligns TMR with other Queensland Government departments, providing a more consistent experience with clearer expectations when tendering for Queensland Government projects. It will also simplify the tender process, allowing tender responses to focus on project specific BPP and BPIC outcomes.

Existing prequalified civil contractors at R3 B2 F50 and above have been directly invited to apply for this prequalification, should they be interested. Based on past tendering data and current market conditions, TMR has identified that tenderers, including joint venture partners, for BPP projects are at this level or above. These contractors have been provided with this link to the online application form - *BPP prequalification application form*.

To support the change, a *Best Practice Principles prequalification Queensland Supplement* **(Attachment 2)** to the Austroads National Prequalification System for Civil (Road and Bridge) Construction Contracts (NPS) has been developed and will be incorporated into the Transport Infrastructure Project Delivery System – TIPDS Volume 3: Prequalification System (Department of Transport and Main Roads) (tmr.qld.gov.au).

The Transport BPIC is currently subject to review to address some external factors, including the Australian Government Review. TMR is working through this as a priority and will provide a further update in late-September 2023, however it does not affect the application process.

We appreciate your time and effort providing valuable feedback on the Queensland Supplement and BPP prequalification application form questions. Importantly, this has allowed us to better understand the impacts of this change on civil construction contractors.

We have prepared a short communication piece, included below, and some Frequently Asked Questions **(Attachment 3)** about the change should you wish to share this with your members.

Thank you for your continued support of TMR and we look forward to seeing you at the next quarterly Contractors Industry Liaison and Advisory Board meetings as we continue our journey to 'Collaboration as Standard'.

Kind regards,

Paul Schmidt
A/Executive Director (Program Management and Delivery)

Program Delivery and Operations | Infrastructure Management and Delivery | Department of Transport and Main Roads

[redacted]

TMR introduce new Prequalification for Best Practice Principles, including Transport Best Practice Industry Conditions

TMR is introducing a new Best Practice Principles (BPP) prequalification.

The BPP prequalification will establish a commitment from contractors to the BPP, including the intent and outcomes of the Best Practice Industry Conditions for Transport Civil Construction Projects (Transport BPIC).

From 1 August 2023, contractors wanting to tender on future TMR transport infrastructure projects where the BPP applies (over $100 million or declared) must be BPP prequalified.

To support this new prequalification category, a Best Practice Principles prequalification Queensland Supplement to the Austroads National Prequalification System for Civil (Road and Bridge) Construction Contracts (NPS) has been developed and will be incorporated into Transport Infrastructure Project Delivery System – TIPDS Volume 3: Prequalification System.

Queensland-recognised NPS prequalification is a prerequisite for BPP prequalification. Initially, TMR has directly invited civil contractors with existing NPS prequalification at R3 B2 F50 or above to apply.

If you are interested in obtaining BPP prequalification and have not received an invitation to apply, please email the TMR prequalification team at [redacted]

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Department of Transport and Main Roads

Best Practice Principles (BPP) prequalification Queensland Supplement to the National Prequalification System (NPS) for Civil (Road and Bridge) Construction Contracts

August 2023

Queensland Government

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1 Introduction

The Queensland Government's Best Practice Principles (BPP) prequalification requirement is applied as a specialist category, as permitted under the NPS. It operates in Queensland only for the prequalification of contractors that are involved in the Department of Transport and Main Roads' (TMR) projects of $100 million and above or declared projects. Both Queensland-assessed and mutually recognised prequalified contractors must apply for BPP prequalification in Queensland in order to be able to tender for these projects.

The Queensland Government, through the Queensland Procurement Policy is committed to maximising benefits for Queenslanders by using procurement to support local jobs and businesses to drive economic, environmental, and social outcomes. This includes ensuring quality, safe workplaces for people engaged on state government projects, through the implementation of BPPs, in accordance with guidance issued by the Department of Energy and Public Works and the Office of Industrial Relations.

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

- Workplace health and safety systems and standards
- Commitment to apprentices and trainees
- Best practice industrial relations

TMR fully supports the Queensland Government's priorities to improve matters such as employment conditions, safety and training opportunities for the transport civil construction industry and ensure the industry is, and remains sustainable, safe and progressive.

To streamline tendering processes, the assessment of a contractor's commitment to the BPPs, including the intent and outcomes of the Transport Best Practice Industry Conditions (Transport BPIC) as a prequalification requirement will:

- Establish a pool of prequalified contractors who have demonstrated a commitment to, and capability for BPP-declared projects.
- Increase awareness of BPP requirements among TMR prequalified contractors.
- Reduce complexity for successful tenderers at contractual close of BPP projects.

0509

2 Queensland's Best Practice Principles

Table 1 – Queensland's Best Practice Principles

Category	Indicative Description of Works and Category Requirements
WHS systems and standards	Queensland's work health and safety laws aim to protect the health, safety and welfare of all workers at work. The laws also protect the health and safety of all other people who might be affected by the work. Queensland's work health and safety legal framework includes: • the Work Health and Safety Act 2011 • the Work Health and Safety Regulation 2011 • codes of practice. if applicable.
Apprentices and Trainees	• Maximising training and development opportunities for apprentices and (with target participation for women and our First Australians)
Best practice industrial relations	• Ensuring subcontractors get paid and are not exploited through unscrupulous practices utilised by some industry operators (see the Queensland Government Project Bank Accounts, if applicable). • Leveraging industry benchmarks that recognise the fair entitlements and employment conditions of skilled labour in the building and construction industry.

A separate application form has been developed for Applicants that wish to apply for BPP prequalification in order to be able to tender for projects of $100 million or above or declared projects. In addition to the questions in the prequalification application, project specific questions will be included in the Expression of Interest (Stage 1) processes as non-price criteria.

3 Additional Terms and Conditions for BPP prequalification

In addressing these Terms and Conditions, the Applicant, who complies with legislative obligations:

1. acknowledges that the State will rely upon information provided by the Applicant to determine the Applicant's eligibility for prequalification.
2. agrees that it will:
   a. make available to the State, upon request, all necessary documentation held or reasonably obtainable by the Applicant supporting its application for prequalification
   b. provide the names of all Significant Individuals of the Applicant
   c. notify the State without delay of material changes, if any, to its operational or management practices, and its financial or technical capacity, that may have an effect on its eligibility for prequalification.
   d. be bound, upon prequalification, by the Conditions of BPP Prequalification conditions stated in application form.
3. agrees that the State may
   a. In relation to any information provided by the applicant, undertake searches and inquiries, and/or share such information, with other relevant government entities,

external consultants, assessors and advisors engaged by the State and the TMR Prequalification Committee, to determine the Applicant's suitability and eligibility for prequalification (including among other things the performance and / or financial standing of the applicant)

4. commits to addressing the intent of the BPP, and the BPIC, through tender processes provided that the contractor must at all times comply with legislative obligations

4 Assessment for BPP Prequalification

Once the prequalification application is received by TMR, it will be assessed and then referred to the TMR Prequalification Committee for consideration.

Applicants will be notified of the outcome of their BPP prequalification application in writing.

The application process will be open year-round following the initial intake.

As with NPS applications, BPP prequalification applications will be assessed and presented to the TMR Prequalification Committee.

A BPP prequalification status will be added to the prequalified contractor status list available on the TMR website.

Please note that in the application form there are questions that require a response of Yes in order for the application to proceed to assessment, and that some of the Government Priority questions in the application form are for information gathering purposes only and will not form part of the assessment process.

Normal review and appeal rights under the NPS will apply.

5 Monitoring of BPP Prequalification

Once BPP prequalification has been established, it will align with a contractor's NPS prequalification and will be due for renewal on the same date.

A contractor's BPP Prequalification status will be subject to a review should there be any breaches under Ethical Supplier Mandate for BPP and BPIC.

6 Contractor Performance Reporting for BPP

BPP prequalified contractors must comply with Appendix D – Contractor Performance Reporting, of the Transport Infrastructure Delivery System (TIPDS) Volume 3.

DCL-18.b

BEST PRACTICE INDUSTRY CONDITIONS FOR TRANSPORT CIVIL CONSTRUCTION PROJECTS

March 2023

0513

Best Practice Industry Conditions for Transport Civil Construction Projects

Guidance Note

Introduction

To assist with the Queensland Government's commitments in relation to the Best Practice Principles (BPPs), including best practice industrial relations, TMR developed this guidance document titled the *Best Practice Industry Conditions for Transport Civil Construction Projects* (Transport BPIC). In developing the Transport BPIC in consultation with stakeholders, relevant enterprise agreements, awards and legislation to the transport civil construction industry were analysed to ensure the guidance document reflects modern and progressive industrial practices for the civil construction industry.

Originally, this document was developed for civil construction projects with a total project value of $100 million - $300 million. However, this guidance has been amended (July 2022) to include additional / specific conditions for projects between $300 million - $700 million. These additional conditions are clearly identified throughout the document.

Application

The Transport BPIC is provided to assist with tendering for TMR's transport civil construction projects with a total project value of between $100 million - $700 million (exclusive of GST).

This purpose of the document is to provide industry with certainty and transparency when addressing the Best Practice Principles requirements in a tender, specifically the best practice industrial relations. It should be noted that an objective of the BPIC is to encourage industry to provide a strong basis to attract, build and retain a productive and diverse workforce for the life of a project's delivery and ensure stakeholders can interact in a positive, collaborative and productive way through to successful project completion.

The document is a guide and sets out the intent and agreed standards to help deliver on the objective mentioned above. The document is structured in three parts as set out below and includes a *Statement of Intent* followed by a set of *Agreed Conditions* which have been *approved by Government* in relation to the Queensland Government's Best Practice Principles for industrial relations.

- PART A – Quality Employment Standards
- PART B – Safe Workplace Standards
- PART C – Administration

When tendering for a TMR civil project valued over $100 million please note the following:

- As the Transport BPIC is a guidance document, it is NOT MANDATORY.
- Tenderers can demonstrate the intent and outcomes of the Transport BPIC in any manner it chooses to nominate throughout the procurement process.
- TMR will give full and reasonable consideration to alternative ways of achieving the Transport BPIC.
- Where a particular supplier is referred to within the Transport BPIC, this entitlement or obligation relates to that supplier or any suitable equivalent which the Tenderers may wish to nominate.
- Nothing in the Transport BPIC requires a Tenderer to make any commitment that would breach any laws.

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Quality Employment Standards

Consultation, Dispute Resolution, Contract of Employment, Award Interaction and Related Matters

1. Consultation

Statement of Intent

The Employer acknowledges the importance of effective communications with employees is important to productive and effective workplace relationships and has processes and channels established to foster two-way communications with its Employees. Effective consultation is essential for continuous workplace reform and such consultation can occur any time.

Agreed Conditions

1.1. Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the term of the Contract.

1.2. Consultative Committees may be set up for this purpose.

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

1.4. 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.

1.5. 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.

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

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

1.8. "Significant Effect" under clause 1.3 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; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

1.9. Consultation about changes to rosters or hours of work

Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee(s) affected and, if required their representative, about the proposed change.

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

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

(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;

ii. information about what the Employer reasonably believes will be the effects of the change on the Employees; and

iii. information about any other matters that the Employer reasonably believes are likely to affect the Employees;

(c) invite the Employee(s) affected and any applicable representatives, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities), and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and/or their Union; and

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

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

2. Disputes Settlement Procedure

Statement of Intent

The Employer will have documented processes to follow in the event of a dispute over any work related or industrial matter. These processes will be communicated to all employees through the site induction process.

Agreed Conditions

2.1. A major objective of this Document 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 Document or incidental to the operation of the Document should be dealt with as close to its source as possible. Disputes over matters arising from this Document (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.

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

2.3. 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.

2.4. 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.

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

2.6. 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.

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

3. Contract of Employment

Statement of Intent

The Employer will provide all employees with a contract of employment. This contract should identify all information an Employee needs to know to be fully informed to make a decision regarding the offer of employment. This may include the status of engagement (eg. Full time, fixed term etc), the name of the relevant industrial instrument and position title. Contracts should be written in simple terms to ensure understanding.

Agreed Conditions

3.1. 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 Document, or alternatively, access to the Document in electronic format at the discretion of the Employee.

3.2. 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.

3.3. 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 the applicable contribution funds. 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.

4. Employment Security

Statement of Intent

The Employer acknowledges that job security is a priority for the client. The Employer will use its best endeavours to create jobs on the project. This includes the creation of new jobs and the ongoing security of existing jobs. This commitment extends to jobs with local subcontractors and will consider the nature of engagement of employees when utilising labour hire companies.

Agreed Conditions

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

4.2. The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this Document.

4.3. 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 in-so-far as it is practicable to do so.

4.4. If the Employer wishes to engage subcontractors or supplementary labour to perform work which is usually performed by its own Employee’s under this Document, the Employer must consider any matters raised in consultation by potentially affected Employees before making any final decision to engage subcontractors or supplementary labour.

4.5. Following consultation and subject to this clause, the decision whether to engage subcontractors or supplementary labour is a decision of the Employer alone. Any dispute as to the application of this clause will be dealt with under the dispute's settlement procedure under this Document. The Employer will ensure that all subcontractors are bona fide contractors and engage their employees on lawful terms and conditions.

4.6. As soon as practicable after being awarded a contract upon request from the Union Delegate, the Employer shall inform the Union via its Union Delegate which subcontractors have been engaged for the project.

5. Individual Flexibility Agreements

Statement of Intent

The Employer has policies and processes in place to provide Individual Flexibility Agreements (IFA) to its employees. These processes must be written in appropriate and easily understood language; be provided in other languages when required; and are compliant with Fair Work Act 2009:

Agreed Conditions

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

5.2. 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. time between which ordinary hours are worked;

ii. salary sacrifice agreements;

iii. reduction in ordinary hours;

iv. increase in annual leave accrual each year;

v. increase in rate of accrual of Rostered days off;

vi. increase in wages;

vii. increase in training leave (Union or otherwise);

(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 IFA was made.

5.3. 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 IFA, and the day on which the IFA commences);

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

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

(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.

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

6. Inclusion

Statement of Intent

The Employer acknowledges the importance and benefits of having a diverse and inclusive workplace. The Employer will have policies (or other mechanisms) which outlines their commitments to diversity and inclusiveness.

Agreed Conditions

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

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

6.3. A 'Welcome to Country' ceremony will be arranged with the Traditional Owners when the number of workers undertaking work on the project reach 50, as part of the Employers commitment to the principles of social, restorative justice and cultural affirmation. The Employer will also implement policies, at a minimum, that ensure:

(a) access to annual leave for participation in cultural and ceremonial activities;

(b) skill and career development opportunities for ATSI Employees; and

(c) the development of retention and promotion for ATSI Employees.

Women in the Industry

6.4. Parties respect equal employment opportunity and it is recognised the demographic of the construction industry could better reflect the diversity of the Queensland population. To that end, the Parties support the promotion of women into the industry and develop initiatives to achieve this objective including ways to encourage and assist women to seek and maintain employment and assist women to seek and maintain employment and to progress into leadership positions in the construction industry.

6.5. 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.

6.6. The parties recognise the right of women to feel safe at work. Sexual harassment, intimidation, ostracism or any other unacceptable behaviour will not be tolerated and my result in disciplinary action in accordance with this agreement. The employer agrees to ensure appropriate avenues for reporting unacceptable behaviour are in place and all employees are made aware of those avenues.

Mature Age Workers

6.7. The parties recognise that a lifetime in the construction industry can take in a toll on a person's 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 for workers over the age of 50.

7. Relationship to Awards and Other Documents

Statement of Intent

Where the Employer has an industrial agreement, the provisions are to result in employees being better off overall than if they were employed under the relevant Award.

Agreed Conditions

7.1. The following instruments are incorporated into this Document:

(a) *Building and Construction General On-site Award 2010, as amended from time to time*

(b) *Mobile Crane Hiring Award 2010, as amended from time to time*

(c) *Electrical, Electronic and Communications Award 2010, as amended from time to time*

(d) *Plumbing and Fire Sprinklers Award 2010, as amended from time to time*

(e) *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*

Casual Employment, Hours of Work and Related Matters

8. Casual Employment

Statement of Intent

The Employer acknowledges that job security is a priority for the client. The use of casual labour will be limited and only engaged as appropriate. Where possible and ongoing employment is available, casual labour will be given priority for full time positions.

Agreed Conditions

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

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

8.3. Except on Saturdays and Sundays, on each occasion a casual Employee is required to attend work, the Casual 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 in this Document. 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 as applicable.

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

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

(a) where the relevant penalty rate is time and a half, the Employee shall be paid 175% of the hourly rate 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 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 for the Employee's classification.

8.6. For the purposes of clarity, the applicable contributions to CBUS/BUSS(Q)/Australian Super/Energy Super, BERT/CIRT/Protect, CIPQ/Energy Super Income Insurance/WageGuard, STQ, and BEWT/JetCo or other funds nominated herein, must be made by the Employer in respect of casual Employees. A casual Employee shall also

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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.

8.7. 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.

8.8. Casual Conversion

Casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in excess of six-weeks, thereafter has the right to request in writing to have their contract of employment converted to permanent employment if the employment is to continue beyond the conversion process.
The decision as to whether a regularly and systematically engaged casual employee is made permanent is a decision of the Employer.

A casual Employee, who has requested in writing to be converted to permanent employment pursuant to clause 8.8 whose request is refused by the Employer, is entitled to be paid 175% of the hourly rate prescribed in this Document for the Employee's classification.

9. Hours of Work

Statement of Intent

The Employer acknowledges the importance of supporting time for life and how the management of work hours, overtime and weekend work can impact that balance. As such, the Employer will identify the ordinary hours of work where employees will be required to work at ordinary rates. The Employer will apply the appropriate penalty rates when overtime is required however, the intention is that excessive overtime will not be worked.

Agreed Conditions

9.1. Ordinary hours

Except as provided elsewhere in this Document, 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 7.00am. All time worked outside these hours shall be by consultation with the affected employees concerned and paid at overtime rates.

9.2. Start and finish times

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

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

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

9.4. Overtime

Projects $100m - $300m inclusive

All time worked in excess of the ordinary hours, shall be paid at time and a half for the first two hours and double time thereafter (provided that a higher penalty elsewhere in this Document does not apply).

Projects over $300m - $700m inclusive

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

9.5. 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.

9.6. RDO and Weekend Work

(a) The provisions of this Document relating to RDOs will apply to work conducted under this clause.

(b) Where ordinary hours are worked on a Saturday the Employees will be paid at the rate of time and a half for the first two hours and double time thereafter; and

(c) Where the ordinary hours are worked on a Sunday the employees will be paid at the rate of double time for all hours worked (unless a higher rate is provided in accordance with this Document, for example a public holiday or during Christmas shutdown).

10. Shift Work

Statement of Intent

The Employer acknowledges the inconvenience associated with shift work. The Employer's relevant industrial instrument will provide for penalty payments associated with work performed outside of ordinary hours. This may include the provision of extra leave entitlements.

Agreed Conditions

10.1. Shift work is a necessary feature of the Employer's operation and employees may be required to work shift work in accordance with operational needs. Shift work meaning ordinary hours worked outside or partly outside of the ordinary span of hours of at least 5 consecutive shifts may be worked to suit the operational requirements. The requirement to work shift work will only occur after consultation with the appropriate employees.

10.2. For the purposes of this clause:

(a) Afternoon shift means a shift starting at or after 10.00am and before 8.00pm;

(b) Night shift means a shift starting at or after 8.00pm and before 6.00am; and

(c) Day work (i.e. work commencing between 6.00am and 10.00am) is not shift work.

10.3 Shift Workers will be paid the following rates for Ordinary Hours Worked:

(a) Afternoon Shift- Wage Rate plus 15% of the Wage Rate; and

(b) Night Shift - Wage Rate plus 30% of the Wage Rate.

10.4 Shift loading shall not apply to shift work performed on a Saturday or Sunday.

10.5 Where an Employee works shifts for less than five successive days, double the Wage Rate will be payable in lieu of the applicable shift loading.

10.6 All time worked by a shiftworker in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes), or on a shift other than a rostered shift, must be paid for at the rate of double time. Provided that this will not apply when the overtime is worked by arrangements between the employees themselves or for the purpose of effecting the customary rotation of shifts.

11. Rostered Day Off

Statement of Intent

The Employer recognises that a system of Rostered Days Off (RDOs) for employees enables time for life, helps manage fatigue and workplace safety.

Agreed Conditions

11.1. 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).

11.2. The purpose of a RDO is to ensure the Employer manages the fatigue levels of Employees on the Project, enabling a safe and productive worksite. In that regard:

(a) Designated industry 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 building industry calendar published annually.

(b) An additional 13 designated, the Project rostered days will be taken off by an Employee for every 12 months of continuous service. The rostered days may be scheduled based on designation/classification types to provide for a greater work life balance for employees without impacting operational continuity or productivity. Furthermore, without impacting operational continuity or productivity, rostered days may be scheduled to coincide with additional rostered days off.

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

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

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

11.6. 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.

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

11.8. 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.

11.9. An Employee may refuse to work a 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; and

(d) payment for working a scheduled RDO shall be at Saturday rates of pay, in accordance with the award in addition to the loadings listed above, employees will be provided a day in lieu for each RDO that they are required to work. Up to five (5) RDOs may be accrued under normal industry flexibilities. Accrued RDOs will be taken in the calendar year they were due or be transferred to the employee's annual leave bank in the last pay period of the calendar year provided sufficient RDO hours are retained to cover the scheduled RDOs for January of the following year.

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Wage Rates

Statement of Intent

The Employer embraces the philosophy a 'fair day's pay for a fair day's work'. The Employer has an industrial instrument that identifies an appropriate wage for its Employees. This may be in the form of a classification structure within an enterprise agreement which is simple to read and interpret. All Employees are informed of their classification under any such structure. The agreement will cover annual wage reviews.

The wage rates compensate for all special skills and/or disabilities and/or special rates, associated with the industry of the Employer prescribed in the Award, except as provided in this Document (rates are given per hour for ordinary hours of work).

For wage rates by classification see Appendix A: Wage Rates and for classification structures and level descriptors see Appendix C: Classification Structure and Level Descriptions.

12. Apprentices and Trainees

Statement of Intent

The Employer acknowledges the importance of traineeships and apprenticeships for the future of our industry. The Employer commits to achieve the Traineeship & Apprenticeship targets established for this project and provide suitable training and support to the trainees and apprentices. The Employer has suitable industrial instruments in place to ensure they are remunerated fairly.

Agreed Conditions

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

12.2. For clarification, in addition to the applicable rates of pay, Trainees are entitled to receive full daily travel, redundancy contributions, superannuation, welfare fund contributions and any other entitlements in accordance with this document. Such entitlements shall not be paid at rates applicable to Apprentices. Payments will be made into funds nominated in the definitions of this document.

12.3. 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*.

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

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

12.6. 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.

12.7. 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.

12.8. Where an Apprentice has entered a Competency Based Training document, 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 13.6 and clause 13.7 above.

12.9. 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 endeavour to maintain at least one apprentice to every seven (7) tradespeople;

(c) 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; and

(d) the Employer will use best endeavours to ensure that the subcontractors comply with this clause.

Apprentice Wage Rates (Construction, Electrical and Plumbing Trades)

Level	**% of Base Trade Rate**	**1 July 2020**	**1 July 2021**	**1 July 2022**	**1 July 2023**	**1 July 2024**
Stage 1	55%	$21.45	$22.09	$22.76	$23.44	$24.14
Stage 2	65%	$25.35	$26.11	$26.89	$27.70	$28.53
Stage 3	80%	$31.20	$32.14	$33.10	$34.09	$35.12
Stage 4	90%	$35.10	$36.15	$37.24	$38.35	$39.51

Employer Contributions and Allowances

13. Superannuation

Agreed Conditions

13.1. The Employer shall pay superannuation in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) as amended from time to time but shall be no less than 9.5% of ordinary time earnings into an eligible fund as defined in this Document.

13.2. The Employer shall pay superannuation in accordance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)* as amended from time to time. Superannuation for employees must be paid in accordance with the provisions of this clause. Contributions shall be no less than the amounts prescribed, except where the superannuation guarantee levy contribution rate set by Commonwealth legislation exceeds the rate set out below.

The Employer will contribute on behalf of each Employee the following amount of ordinary time earnings:

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Period	*Percentage*
Effective first full pay period 2020	*9.5%*
Effective first full pay period 2021	*10%*
Effective first full pay period 2022	*10.5%*
Effective first full pay period 2023	*11%*

14. Redundancy Contributions

Statement of Intent

The Employer acknowledges that the civil construction industry can result in short term employment due to the project nature of the work. As such, the Employer has frameworks to adequately compensate Employees in the case of redundancy.

Agreed Conditions

14.1. The Employer will 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 (as defined in this Document) an amount equal to the following:

Projects $100m - $300m inclusive

(a) $73.00 per Employee effective first pay period January 2020;

(b) $77.00 per Employee effective first pay period January 2021; and

(c) $81.00 per Employee effective first pay period January 2022.

Projects over $300m - $700m inclusive

(a) $120.00 per Employee effective first pay period January 2021

14.2. In the case of contributions made to employees who have either a CERT or BERT redundancy account, the Employer must also contribute the amounts prescribed below. In the case of CFMEU and CEPU Members the payment is to be made to BEWT and in the case of ETU Members payment is to be made to JetCo an amount equal to the following:

(a) $10.00 per Employee effective first pay period January 2020

(b) $10.00 per Employee effective first pay period January 2021; and

(c) $10.00 per Employee effective first pay period January 2022.

14.3. 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%; and

(d) 4th stage – 90%.

14.4. Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave, 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.

14.5. Where the Employee's balance in the Employee's Redundancy fund reaches $15,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund. 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.

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

15. Training Contributions

Statement of Intent

The Employer understands the need to increase capability within the industry and as such will commit to increasing the skills of the employees through training contributions. This will encourage training and employment outcomes within the industry are maximised.

Agreed Conditions

15.1. JetCo Inc's purpose is to advance the electrical trades sector through enabling innovative, needs based, leading edge solutions to training, industry leadership development, workplace health and safety, and employee engagement particularly by enabling future orientated skills and competencies development. JetCo Inc's core business objectives are:

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

15.2. The Employer agrees to support JetCo Inc by contributing for each Employee, including casuals, apprentices and trainees, who is paid under the classifications set out in this Document, the weekly amount of $10.00 per week. Contributions will continue to be paid on behalf of an employee during any period of authorised leave.

Projects over $300m - $700m inclusive

The weekly contribution increases to $15.00 per week.

Plumbing Trades Training Levy

15.3. STQ is a partnership between the CEPU (as the Plumbers Union Qld) and the Services Trades sectors of: plumbing; air conditioning and mechanical services; and fire protection.

15.4. As represented by their respective employer associations: The Master Plumbers Association Queensland; the National Fire Industry Association Queensland; and Air Conditioning and Mechanical Contractors Association Queensland.

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

15.6. STQ's core business objectives are:

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

15.7. The Employer agrees to support STQ by contributing $30.00 weekly for each Employee engaged under a Plumbing, Mechanical Plumbing, Sprinkler Fitting or Pipe Trade classification, including casuals, apprentices and trainees, who is paid in accordance with this document under the classifications set out in this document.

15.8. To avoid all doubt, this amount is paid in addition to all payments set out in this Document.

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

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

16. Income Protection (only applicable to project $300m - $700m inclusive)

16.1. To make up for absence without pay due to incapacitation of the Employee, the Employer will provide income protection insurance for Employees covered by this Document.

16.2. The following funds have been identified as applicable for the purposes of the provision of income protection insurance:

- Civil construction and Services Classifications: CIPQ.
- Electrical classifications: Energy Super.
- Mechanical Classifications: Wageguard

16.3. The Employer shall contribute no less than $40.30 per week.

16.4. To remove any doubt, the contribution will not be paid directly to the Employee.

16.5. If the Employer does not contribute to an applicable income protection fund the amount required under clause 1.3 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.

17. Allowances

Statement of Intent

The Employer acknowledges that there are varying conditions within the industry that warrant the payment of additional wages. This may occur in due to travel requirements, use of personal equipment, unpleasant work or working conditions or when using specialised skills. The Employer will compensate employees appropriately for varying conditions. Any allowances will be incorporated into an Enterprise Agreement or an employment contract.

Agreed Conditions

17.1. Fares and Travel Allowance

All employees shall be entitled to receive the fares and travel allowance in accordance with the relevant Award. The travel allowance shall be paid at the rates provided in Appendix B: Allowances.

17.2. Apprentices shall receive the following percentage of the amount:

- 1st Stage – 75%;
- 2nd Stage – 85%;
- 3rd Stage – 90%; and
- 4th Stage – 95%

17.3. Leading Hand Allowance

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. Leading Hand allowance shall be paid at the rates provided in the table below

17.4. 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. Power tools allowance shall be paid at the rates provided in the table below.

17.5. Tradesperson Allowance

An Employee engaged as a Tradesperson (as defined in the classifications of this Document, who possesses as a minimum qualification a trade certificate will receive an allowance. This allowance will be classified as all-purpose and is inclusive of a tool allowance. The tradesperson allowance shall be paid at the rates provided in the table below.

17.6. Electrician Licence Allowance

(a) Where an Employee is engaged and is working as an Electrical Tradesperson (as defined in the classifications of this Document), and where the Employee is required to hold an appropriate electrician's license, the Employee will receive an allowance. The Electrician Licence allowance shall be paid at the rates provided in Appendix B: Allowances.

(b) For the purpose of this allowance, an appropriate Electrician's License will be a QLD Electrician's License, or authorised license recognition from the QLD Department of Fair Trading.

17.7. Qualified Technical Person Allowance

(a) Any Electrical Mechanic who holds the qualifications eligible to be granted an Electrical Contractors' Licence, may be named as a QTP to an electrical contracting company.

(b) The QTP who is required to fulfil the role of endorsee to the electrical contracting company and sign the appropriate paperwork, will be paid the weekly all-purpose allowance, detailed in the table below.

(c) The Employer will support the QTP in meeting their obligations under the *Electrical Safety Act.* The QTP's role will include but not be limited to:

- Investigations of any near miss or incident involving electricity.
- Conduct random inspections of tradesman's work and oversee new tradesman work when they begin.
- Be involved with review and implementation of new testing and commissioning procedures and any other procedure that involves electricity.
- Setting up safe systems of work.

17.8. Statutory Authorities Allowance

Any employee engaged in a plumbing, mechanical plumbing, sprinkler fitting or pipe trade classification, who is required to act on a licence issued by an appropriate state authority, will be paid an additional amount per week, detailed in the table below, for each week of their employment, regardless of whether or not they have in fact acted on such licence(s) during that particular week. 'Acting on one's licence' means signing notices and assuming responsibility to relevant authorities. The Employer will commence paying this allowance as soon as the Employee begins performing work which they are authorised by their license(s) to perform.

17.9. Plumbing, Fire and Pipe Trades Licence Allowance

(a) This allowance applies to employees within the classifications set out in this Document.

(b) An employee who is required to act on their Plumbing, mechanical, gasfitting or Sprinkler Fitters Licence(s) issued by the appropriate state authority will receive an allowance of $1.90 per hour. This licence will be classified as all-purpose.

(c) This allowance shall be paid for each day of employment whether they have in fact acted on the allowance.

17.10. Welding Allowances

Mechanical tradespersons required to perform welding work that is tested shall be paid the allowances detailed in the table below. The allowances shall be paid for all purposes.

(a) Welder tested: A person who, because of the requirements of the employer, has met and remains capable of meeting a practical test, e.g. the relevant regulatory requirements for AS 1554SP.

(b) Welder Special Class: A person who has passed the tests required either prior to or after commencing employment, to weld to the satisfaction of the relevant regulatory authority to the requirements of the relevant Certificates 1-9 AS 1796, or welding standards of equivalent or greater testing integrity and who is engaged on work requiring such qualification; or qualified to the relevant regulatory standard and is required to perform pressure vessel welding or pipe welding.

(c) Welder Special Class – Exotic Materials: A person who has passed the tests required by the employer, and remains so qualified, and is engaged on work requiring such qualification in relation to welding either alloy pipework to ASME-B31 standard, or pressure vessels and tanks to the relevant standards, in relation to the following materials:

- Stainless Steel (304, 310, 316 and 904 grade)
- Aluminium
- Chrome Molybdenum
- Nine per cent (9%) Ni Steel
- A333 Grade 6

(d) Testing for the work associated with these allowances may be required prior to employment and during employment, to ensure that qualifications are relevant and up to date.

17.11. Certificate Allowance

An employee who is the holder of a scaffolding certificate or rigging certificate issued by the appropriate certifying authority and is required to act on that certificate whilst engaged on work requiring a certificated person is entitled to a certificate allowance. This allowance shall be paid the allowances detailed in the table below.

17.12. Living Away from Home Allowance

(a) Where an Employee is engaged on distant work, the Employer will supply the provision of reasonable board and lodgings, at no cost to the Employee.

(b) Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.

(c) Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.

(d) Where an Employee is engaged on distant work, the Employer will pay the Employee, in addition to all other entitlements, a daily allowance as provided.

(e) Employees rostered for distant work must be notified in writing by the Employer. The Employer will endeavour to ensure that no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work.

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

i. any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

ii. the Employee's personal circumstances including any family responsibilities;

iii. the needs of the workplace or enterprise;

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

v. any other relevant matter.

(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.

(h) The living away from home allowance (per night) shall be paid at the rates provided for in the allowance table.

17.13. 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 - $4.34.
- From 1/7/2021 - $4.51.
- From 1/7/2022 - $4.69.

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 - $8.34.
- From 1/7/2021 - $8.67.
- From 1/7/2022 - $9.02.

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 - $12.82.
- From 1/7/2021 - $13.33.
- From 1/7/2022 - $13.86.

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 - $16.94.
- From 1/7/2021 - $17.62.
- From 1/7/2022 - $18.32.

Types of Leave

18. Annual Leave

Statement of Intent

The Employer will ensure compliance with the Fair Work Act 2009 and National Employment Standards, including provisions relating to annual leave and long service leave. The employer recognises family violence is a societal issue and will ensure they have a policy or procedure relating to the management of domestic or family violence. This will include provisions for paid and unpaid leave.

Agreed Conditions

18.1. A full time Employee is entitled to annual leave at the rate of four (4) weeks at the ordinary wage rate for each year of continuous service as consistent with the FW Act. The period of annual leave shall be exclusive of any public holiday that may occur during that period. Part-time Employees are entitled to a pro rata amount of annual leave in accordance with the National Employment Standards (NES).

Notwithstanding the above, an employee defined as a shift worker for the purposes of the NES will be entitled to an additional week of annual leave as provided for in the NES. A shift worker shall mean an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

18.2. In addition to paid annual leave, the Employee will receive an annual leave loading of 17.5%, calculated at the Employee's ordinary rate of pay, exclusive of allowances.

18.3. Annual leave accrues on a weekly basis and accumulated annual leave hours will be credited to an Employee upon the completion of each one (1) week period of service with the Employer.

18.4. The Employer may direct an Employee to take accrued leave.

18.5. Unused annual leave carries forward each year.

18.6. It is recommended that Employees provide at least four weeks' notice of their intention to take annual leave and must ensure that their request for leave has been approved prior to the leave being taken. Annual leave must be taken at a time mutually agreed between the parties and in accordance with operational requirements.

18.7. The Employer may direct Employees to take accrued annual leave during the holiday shutdown period. If an employee does not have sufficient accrued leave for the period of the shutdown, then the employee may be required to take leave without pay for the balance of the shutdown period for which leave is not accrued. The shutdown period is generally seven (7) days but the precise number of days will be agreed and communicate to Employees at least one month prior to the shutdown period.

18.8. At the written agreement between the Employer and Employee, annual leave may be taken as a payment in lieu of leave subject to the following;

(a) balance of four (4) weeks leave must be maintained; and

(b) the payment in lieu will be equal to the pay for that period of time as prescribed in subclause 18.9.

18.9. Cashed out annual leave will be paid at the Employee's ordinary rate of pay plus 17.5% annual leave loading, exclusive of allowances.

18.10. Casual Employees do not accrue any annual leave.

19. Long Service Leave

19.1. All Employees covered by this Document 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 Document.

20. Other Leave

20.1. 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.

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

20.3. 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; and

(c) All unused personal leave is cumulative.

20.4. 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.

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

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

21. Domestic and Family Violence Leave

21.1. For the purposes of this clause, family violence is behaviour by a person towards a family member of that person if that behaviour:

(a) is physically or sexually abusive;

(b) is emotionally or psychologically abusive;

(c) is economically abusive;

(d) is threatening;

(e) is coercive;

(f) 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

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

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

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

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

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

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

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

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

21.3. For the purposes of clauses 21.2(b) and 21.2(e), a relationship may be an intimate personal relationship whether or not it is sexual in nature.

21.4. Confidentiality

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

21.5. Leave

(a) An employee experiencing family violence will have access to 10 days per year of paid family violence leave paid at the Employee's minimum wage rate prescribed for their classification by this Document applicable to their classification to attend legal proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.

(b) Family violence leave is in addition to any other existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.

(c) The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.

(d) In addition, the Employer may require the Employee to produce evidence to support the need for family violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.

(e) For the avoidance of doubt, family violence leave does not cumulate from year to year and is not paid out on termination of employment.

For clarity, unpaid family and domestic violence leave is available in accordance with the Awards.

Ending Employment and Other Matters Relating to Employment

22. Termination of Employment

Statement of Intent

The Employer will have documented policies regarding the termination of employment. The policy will cover employment terminations initiated by both the Employee and the Employer. The policy should cover issues such as notice periods and performance management processes.

Agreed Conditions

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

22.2. Performance/General Misconduct

In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following 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 Document.

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:

- The issues of concern; and
- The standards of improvement required.

(b) 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.

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:

- The issues of concern;
- The standards of improvement required; and
- That it is a final written warning and that failure to meet the standards of improvement stated therein may lead to dismissal.

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

Step 3 – Dismissal

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.

22.3. 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.

22.4. 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.

22.5. 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.

22.6. 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 will be immediately advised of the initiation of the consultation period and shall remain on the job during the consultation process. If the Employer fails to comply with any of these requirements, the notice period that the Employer must give to the affected Employee shall be increased to four weeks.

23. Time and Wages Records

Statement of Intent

The Employer will ensure sufficient time and wages records are kept and maintained to meet legislative requirements. All time and wages records will be managed in a manner that does not contravene privacy related legislation.

Agreed Conditions

23.1. 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 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 amount paid at that rate;
(h) the overtime hourly rates and the amounts paid at that rate;
(i) the gross wages paid;
(j) the net wages paid;
(k) details of any deductions made from wages;
(l) details of all accrued entitlements such as RDOs, personal leave, annual leave etc.; and
(m) details of the Employer Superannuation contribution, including when the contribution was made and the amount details of the Employee contribution, including when contribution was made and the amount.

23.2. 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 Superannuation Membership number;
(e) daily details of work including;
- Daily start time and finish time;
- Time lunch and crib breaks taken;
- Total ordinary hours worked and resulting wage;
- Total time and a half hour worked and resulting wage;
- Total double time hours worked and resulting wage;

(f) details of allowances paid;
(g) details and payment for RDOs, Personal and annual leave, public holidays;
(h) details of deductions;
(i) details of additions;
(j) total gross allowances paid per week and year to date;
(k) total gross wages paid per week and year to date;
(l) tax deducted from wages per week and year to date;
(m) net wages per week and year to date;
(n) RDO's, sick and annual leave accrued per week and year to date; and

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(o) Superannuation, Income Protection (if applicable) and Redundancy contributions paid per week and year to date.

24. Sham Contracting

Statement of Intent

The Employer has appropriate processes in place to prevent sham contracting arrangements to ensure sham contracting does not occur.

Agreed Conditions

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

24.2. The Employer recognises that the practice of sham contracting is unlawful and undermines the job security of the Employees covered by this Document. The Employer will ensure that sham contracting does not occur and agree that sham contracting is prohibited by this Document. 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.

24.3. 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 Document.

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

24.5. Where in breach of this clause a sham contract was in place, such that that Contractor was in fact an Employee under this Document, 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 rate; plus

(b) The site allowance (if applicable); plus

(c) The multi-storey allowance (if applicable); plus

(d) Contributions to the nominated Superannuation fund and redundancy contribution fund.

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25. Security of Payments

Statement of Intent

The Employer recognises the importance of prompt payments to suppliers and is compliant with legislation relating to security of payments including the Building Industry Fairness (Security of Payment) Act 2017 (QLD) and the Building Code 2016.

Agreed Conditions

25.1. 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.

25.2. The Employer acknowledges its obligations under the *Building Industry Fairness (Security of Payment) Act 2017 (Qld)*.

25.3. 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.

25.4. The Employer will:

(a) comply with all applicable laws and other requirements relating to the security of payments that are due to subcontractors;

(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;

(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.

25.5. The Employer will keep records demonstrating its compliance with clause 25.4 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 25.4 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) or the FW Act.

26. Salary Sacrifice Arrangements

Statement of Intent

The Employer offers competitive benefits to Employees including the ability to salary sacrifice.

Agreed Conditions

26.1. Employees covered by this Document 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 Document.

27. Engagement of Non-Citizens or Non-Residents

Statement of Intent

The Employer is committed to providing employment opportunities to locals within the region, Queenslanders and Australians. As such, the Employer will avoid employing non-citizens and non-residents of Australia.

Agreed Conditions

27.1. In this clause the term temporary engagement of non-citizens or non-residents 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.

27.2. The Employer recognises that the engagement of temporary non-citizens or non-residents may undermine the job security of the Employees covered by this Document. The parties wish to limit the circumstances in which non-citizens or non-residents can be engaged so as to ensure the job security of the Employees covered by this Document.

27.3. The Employer will not engage temporary non-citizens or non-residents 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 non-citizens or non-residents will be engaged in accordance with this Document.

27.4. The Employer will, within 7 days of receiving a written request from an Employee provide evidence demonstrating its compliance with this clause 27 of this Document. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988 (Cth)* or the FW Act.

Where an employer engages temporary non-citizens or non-residents 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.

28. Compliance with this Document

Statement of Intent

The Employer will ensure that they comply with commitments made in relation to this document through the contractual negotiation process. The Employer has document procedures that outlines a process an employee must follow if they have a grievance relating to their industrial instrument.

Agreed Conditions

28.1. Complaints, queries and concerns regarding entitlements paid in relation to the Award or this Document shall be raised and resolved in accordance with the disputes procedure in this Document. 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.

28.2. In addition to above, the Parties recognise their ongoing legal requirement to be compliant with Australian laws and regulations.

28.3. The Employer will conduct an audit using the Audit Form 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:

- *The Fair Work Act 2009*;
- QLD Workers Compensation;
- Superannuation; and
- Long Service Leave.

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

29. Positing of Documents and Notices

Statement of Intent

The Employer makes available a copy of the relevant industrial instrument to all Employees.

Agreed Condition

29.1. A true copy of this Document 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.

30. Severability

Statement of Intent

The Employer's industrial agreement has a severability clause that ensures if any part of the agreement is considered a non-permitted matter, the remaining content of the agreement is enforceable.

Agreed Condition

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

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Safe Workplace Standards

Hot Weather Guidelines, Toolbox Meetings, Quality Building Materials

Statement of Intent

- The parties will comply with all the obligations arising under the prevailing and relevant Acts, Regulations, Code of Practice, Australian Standards and the Employer's policies and procedures.
- The Employer has a legal obligation to exercise due diligence to ensure that the business complies with all workplace health and safety laws and regulations. This includes making sure that the business has and uses appropriate resources and processes to eliminate or minimise the risks of working with silica and silica containing products and other airborne toxic substances.
- No Employee will be required to work in any unsafe area or situation.
- An employee or employees may cease, or refuse to carry out, work if they have a reasonable concern that to carry out the work would expose them to a serious risk to their health or safety, emanating from an immediate or imminent exposure to a hazard.
- All workplace participants are required to contribute positively to Project safety.
- The Employer is committed to ensuring that WHS issues are managed and approached in a genuine way.

1. Hot Weather Guidelines

Agreed Conditions

1.1 Under this Document 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 South East Queensland it shall constitute inclement weather (Extreme Hot Weather).

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

1.2 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 1.6 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.

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

(a) rescheduling work so the hot tasks are performed during the cooler part of the day;

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

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

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

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

(f) increasing air movement by fans or coolers;

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

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

1.4 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 1.8 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 1.5 below.

1.5 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.

1.6 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 to implement these guidelines.

2. Toolbox Meetings

2.1. 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, Document 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.

3. Quality Building Materials

3.1. 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.

3.2. 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.

3.3. 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*.

3.4. 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 3.3 above.

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 Employee Assistance Programs. Support is strictly non- punitive and can be accessed at any time (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;

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(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). Ongoing promotion of this policy.

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6.4. 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.

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.

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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 a standard drink is 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

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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. 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:

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;

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(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).

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

vi. 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 phenomenon occurs, which is:

- the direct observation of the employee of use of, and/or the physical behavioural symptoms of being impaired by, alcohol; and/or
- Unusual and/or inexplicable actions by the employee; or
- There is evidence that the employee is involved in the use or possession of alcohol and/or other drugs while working; or
- 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.

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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:

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(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:

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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

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.

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Procedure for Dealing with Safety Issues or Incidents

1. Procedure

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

1.1. 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.

1.2. 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"

1.3. 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.

1.4. 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

1.5. 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.

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

i. the degree and imminent risk to the Employees or other persons affected by the issue;

ii. the number and location of Employees and other persons affected by the issue;

iii. the measures both temporary and permanent that must be implemented to resolve the issue;

iv. who will be responsible for implementing the resolution measures;

v. whether the hazard or risk can be isolated; and

vi. the time that may elapse before the hazard or risk is permanently corrected.

1.7. 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 document 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.

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

1.9. 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 and safety of a 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 1.7 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.

2. Personal Protective Equipment (PPE)

The Employer will provide Personal Protective Equipment (PPE) necessary to perform tasks safely to all employees.

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 $125.00 upon presenting a receipt of purchase);

(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

2.2. 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.

2.3. 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.

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

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

3. Training and Related Matters

3.1. 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 document.

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

3.3. 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.

3.4. 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.

3.5. HSR Training

Any Employees elected as a workplace HSR (Health and Safety Representative) 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.

3.6. 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 is required to provide to the funding entity in accordance with Clause 24(2) of the Code.

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

4. Health and Safety Representatives

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

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.

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

4.1. 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.

4.2. 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;

4.3. 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.

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

4.5. 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.

5. Health and Safety Representative Meetings

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

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

informs their manager.

Working with Union Standards

Union Representatives and Delegates, Facilities and Training Leave

1. Union Representatives and Delegates

Statement of Intent

The Employer respects the role unions play in workplaces. Where the Employer has union delegates, they will acknowledge and respect their role in the workplace.

Agreed Conditions

1.1 Where an Employee has been elected as a Union Delegate, 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 to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;

(c) the right to place information related to permitted matters in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws;

(d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;

(e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace;

(f) the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts;

(g) the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts;

(h) the right for reasonable time off to attend accredited union education;

(i) the right to take reasonable leave to work with the Union; and

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

2. Union Delegate Facilities

2.1. 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 his/her functions in a professional and timely manner. The facilities shall include:

(a) a telephone;

(b) reimbursement for an iPad equipped with mobile Internet access;

(c) a table and chairs;

(d) a filing cabinet;

(e) air-conditioning/heating;

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(f) access to stationery and other administrative facilities (if available on site) use of e-mail, following consultation between the Union Delegate and Site Management; and

(g) a private lockable area.

3. Union Training Leave

3.1. 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.

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

3.3. 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.

3.4. 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.

3.5. 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 grant leave when an eligible Union Delegate is otherwise entitled.

3.6. 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 classification rate including, shift work loadings where relevant.

3.7. 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.

3.8. 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.

3.9. 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.

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

Appendices

Appendix A: Wage Rates

Construction Worker/Labourer Wage Rates

Projects $100m - $300m inclusive

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
CW1 (85%)	$33.15	$34.14	$35.17	$36.22	$37.31
CW2 (90%)	$35.10	$36.15	$37.24	$38.36	$39.51
CW3 (92%)	$35.88	$36.96	$38.07	$39.21	$40.38
CW4 (96%)	$37.44	$38.56	$39.72	$40.91	$42.14
CW5 (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
CW6 (105%)	$40.85	$42.08	$43.34	$44.64	$45.98
CW7 (110%)	$42.90	$44.19	$45.51	$46.88	$48.28
CW8 (115%)	$44.85	$46.20	$47.58	$49.01	$50.48

Projects $300m - $700m inclusive

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
CW1 (85%)	$33.15	$38.49	$39.64	$40.83	$42.06
CW2 (90%)	$35.10	$40.75	$41.98	$43.24	$44.53
CW3 (92%)	$35.88	$41.66	$42.91	$44.20	$45.52
CW4 (96%)	$37.44	$43.47	$44.77	$46.12	$47.50
CW5 (100%)	N/A	$45.28	$46.64	48.04	$49.48
CW6 (105%)	N/A	$47.54	$48.97	$50.44	$51.95
CW7 (110%)	N/A	$49.81	$51.30	$52.84	$54.43
CW8 (115%)	N/A	$52.07	$53.64	$55.25	$56.90

Electrical Worker Wage Rates

Projects $100m - $300m inclusive

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Grade 2 (90%)	$35.04	$36.09	$37.17	$38.29	$39.44
Grade 3 (93%)	$36.31	$37.40	$38.52	$39.68	$40.87
Grade 4 (96%)	$37.63	$38.76	$39.92	$41.12	$42.35
Grade 5 (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
Grade 6 (105%)	$40.95	$42.18	$43.44	$44.75	$46.09
Grade 7 (110%)	$43.00	$44.29	$45.62	$46.98	$48.39
Grade 8 (115%)	$45.15	$46.50	$47.90	$49.33	$50.81

Projects $300m - $700m inclusive

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Grade 2 (90%)	$35.04	$40.75	$41.98	$43.24	$44.53
Grade 3 (93%)	$36.31	$42.11	$43.38	$44.68	$46.02
Grade 4 (96%)	$37.63	$43.47	$44.77	$46.12	$47.50
Grade 5 (100%)	N/A	$45.28	$46.64	$48.04	$49.48
Grade 6 (105%)	N/A	$47.54	$48.97	$50.44	$51.95
Grade 7 (110%)	N/A	$49.81	$51.30	$52.84	$54.43
Grade 8 (115%)	N/A	$52.07	$53.64	$55.25	$56.90

Mechanical Worker Wage Rates

Projects $100m - $300m inclusive

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
MW1 (85%)	$33.15	$34.14	$35.17	$36.22	$37.31
MW2 (90%)	$35.10	$36.15	$37.24	$38.36	$39.51
MW3 (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
MW4 (105%)	$40.85	$42.08	$43.34	$44.64	$45.98
MW5 (110%)	$42.90	$44.19	$45.51	$46.88	$48.28
MW6 (115%)	$44.85	$46.20	$47.58	$49.01	$50.48

Projects $300m - $700m inclusive

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
MW1 (85%)	$33.15	$38.49	$39.64	$40.83	$42.06
MW2 (90%)	$35.10	$40.75	$41.98	$43.24	$44.53
MW3 (100%)	N/A	$45.28	$46.64	$48.04	$49.48
MW4 (105%)	N/A	$47.54	$48.97	$50.44	$51.95
MW5 (110%)	N/A	$49.81	$51.30	$52.84	$54.43
MW6 (115%)	N/A	$52.07	$53.64	$55.25	$56.90

Plumbing and Mechanical Services Wage Rates

Projects $100m - $300m inclusive

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Plumbing and Mechanical Services Sheet Metal Worker Level 1(a) (55%)	$21.45	$22.09	$22.76	$23.44	$24.14
Plumbing and Mechanical Services Sheet Metal Worker Level 1(b) (75%)	$29.25	$30.13	$31.03	$31.96	$32.92
Plumbing and Mechanical Services Worker Level 3 (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
Plumbing and Mechanical Services Tradesperson Level 1 (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
Plumbing and Mechanical Services Tradesperson Level 2 (105.2%)	$40.95	$42.18	$43.44	$44.75	$46.09
Plumbing and Mechanical Services – Special Class Level 1 (110%)	$42.90	$44.19	$45.51	$46.88	$48.28
Plumbing and Mechanical Services – Special Class Level 2 (115%)	$44.85	$46.20	$47.58	$49.01	$50.48
Advanced Plumbing and Mechanical Services Tradesperson Level 1 (120%)	$46.80	$48.20	$49.65	$51.14	$52.67
Advanced Plumbing and Mechanical Services Tradesperson Level 2 (125%)	$48.75	$50.21	$51.72	$53.27	$54.87

Projects $300m - $700m inclusive

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Plumbing and Mechanical Services Sheet Metal Worker Level 1(a) (55%)	$21.45	$24.90	$25.65	$26.42	$27.21
Plumbing and Mechanical Services Sheet Metal Worker Level 1(b) (75%)	$29.25	$33.96	$34.98	$36.03	$37.11
Plumbing and Mechanical Services Worker Level 3 (100%)	N/A	$45.28	$46.64	$48.04	$49.48
Plumbing and Mechanical Services Tradesperson Level 1 (100%)	N/A	$45.28	$46.64	$48.04	$49.48
Plumbing and Mechanical Services Tradesperson Level 2 (105.2%)	N/A	$47.63	$49.07	$50.54	$52.05
Plumbing and Mechanical Services – Special Class Level 1 (110%)	N/A	$49.81	$51.30	$52.84	$54.43
Plumbing and Mechanical Services – Special Class Level 2 (115%)	N/A	$52.07	$53.64	$55.25	$56.90
Advanced Plumbing and Mechanical Services Tradesperson Level 1 (120%)	N/A	$54.34	$55.97	$57.65	$59.38
Advanced Plumbing and Mechanical Services Tradesperson Level 2 (125%)	N/A	$56.60	$58.30	$60.05	$61.85

Fire Sprinkler Wage Rates

Projects $100m - $300m inclusive

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Sprinkler Fitter Assistant (86.29%)	$33.70	$34.71	$35.75	$36.82	$37.93
Sprinkler Fitting Tradesperson Level 2 (105%)	$40.95	$42.18	$43.44	$44.75	$46.09
Sprinkler Fitting Tradesperson – Special Class Level 1 (110%)	$42.90	$44.19	$45.51	$46.88	$48.28
Sprinkler Fitting Tradesperson – Special Class Level 2 (115%)	$44.85	$46.20	$47.58	$49.01	$50.48

Advanced Sprinkler Fitting Tradesperson – Level 1 (120%)	$46.80	$48.20	$49.65	$51.14	$52.67
Advanced Sprinkler Fitting Tradesperson – Level 2 (125%)	$48.75	$50.21	$51.72	$53.27	$54.87

Projects $300m - $700m inclusive

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Sprinkler Fitter Assistant (86.29%)	$33.70	$39.07	$40.25	$41.45	$42.70
Sprinkler Fitting Tradesperson Level 2 (105%)	$40.95	$47.54	$48.97	$50.44	$51.95
Sprinkler Fitting Tradesperson – Special Class Level 1 (110%)	N/A	$49.81	$51.30	$52.84	$54.43
Sprinkler Fitting Tradesperson – Special Class Level 2 (115%)	N/A	$52.07	$53.64	$55.25	$56.90
Advanced Sprinkler Fitting Tradesperson – Level 1 (120%)	N/A	$54.34	$55.97	$57.65	$59.38
Advanced Sprinkler Fitting Tradesperson – Level 2 (125%)	N/A	$56.60	$58.30	$60.05	$61.85

Roofing Wage Rates

Projects $100m - $300m inclusive

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Roof Plumber (1st 12 months of employment only) (75%)	$29.25	$30.13	$31.03	$31.96	$32.92
Roof Plumber (80% competent to trade level) (80%)	$31.20	$32.14	$33.10	$34.09	$35.12
Roof Plumber (fully competent to trade level) (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
Roof Plumber (possessing relevant Certificate III trade qual) (105.2%)	$40.95	$42.18	$43.44	$44.75	$46.09

Projects $300m - $700m inclusive

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Roof Plumber (1st 12 months of employment only) (75%)	$29.25	$33.96	$34.98	$36.03	$37.11
Roof Plumber (80% competent to trade level) (80%)	$31.20	$36.22	$37.31	$38.43	$39.58
Roof Plumber (fully competent to trade level) (100%)	N/A	$45.28	$46.64	$48.04	$49.48
Roof Plumber (possessing relevant Certificate III trade qual) (105.2%)	N/A	$47.63	$49.07	$50.54	$52.05

Appendix B: Allowances

Table of Allowances

Projects $100m - $300m inclusive

Allowance	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Daily Fares and Travelling Allowance	$35.00	$36.05	$37.13	$38.25	$39.39
Travelling outside radial areas (per Km)	$0.80	$0.82	$0.84	$0.87	$0.90
Living Away from Home Allowance (per day)	$77.60	$79.93	$82.33	$84.80	$87.35
Leading Hand Allowance (hour)					
In charge of not more than 1 person	$0.76	$0.78	$0.80	$0.82	$0.85
In charge of 2-5 persons	$1.65	$1.70	$1.75	$1.80	$1.90
In charge of 6-10 persons	$2.10	$2.16	$2.22	$2.29	$2.35
In charge of 11 plus persons	$2.79	$2.88	$2.97	$3.06	$3.15
First Aid Allowance					
Senior First Aid	$4.15	$4.27	$4.40	$4.53	$4.67
Occupational First Aid	$6.55	$6.75	$6.95	$7.16	$7.37
Meal Allowance	$21.36	$22.00	$22.66	$23.34	$24.04
Tradesperson Allowance (hour)	$3.28	$3.28	$3.28	$3.28	$3.28
Electricians License (hour)	$1.90	$1.90	$1.90	$1.90	$1.90
Certificate allowance (hour)	$0.99	$0.99	$0.99	$0.99	$0.99
JETCO (week)	$10.00	$10.00	$10.00	$10.00	$10.00
Power Tools	$0.99	$1.02	$1.05	$1.08	$1.11
Plumbing, Fire and Pipe Trade Licence Allowance (hour)	$1.90	$1.90	$1.90	$1.90	$1.90
Statutory Authorities (week)	$49.08	$49.08	$49.08	$49.08	$49.08
STQ (week)	$30.00	$30.00	$30.00	$30.00	$30.00

Projects $300m - $700m inclusive

Allowance	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Daily Fares and Travelling Allowance	N/A	$40.00	$41.20	$42.43	$43.70
Travelling outside radial areas (per Km)	N/A	$0.82	$0.84	$0.87	$0.90
Living Away from Home Allowance (per day)	N/A	$79.93	$82.33	$84.80	$87.35
Leading Hand Allowance (hour)					
In charge of not more than 1 person	N/A	$0.78	$0.80	$0.82	$0.85

In charge of 2-5 persons	N/A	$1.70	$1.75	$1.80	$1.90
In charge of 6-10 persons	N/A	$2.16	$2.22	$2.29	$2.35
In charge of 11 plus persons	N/A	$2.88	$2.97	$3.06	$3.15
First Aid Allowance					
Senior First Aid	N/A	$4.27	$4.40	$4.53	$4.67
Occupational First Aid	N/A	$6.75	$6.95	$7.16	$7.37
Meal Allowance	N/A	$22.00	$22.66	$23.34	$24.04
Tradesperson Allowance (hour)	This is included in the respective wage rates.				
Electricians License (hour)	N/A	$1.90	$1.90	$1.90	$1.90
Certificate allowance (hour)	N/A	$0.99	$0.99	$0.99	$0.99
JETCO (week)	N/A	$10.00	$10.00	$10.00	$10.00
Power Tools	N/A	$1.02	$1.05	$1.08	$1.11
Plumbing, Fire and Pipe Trade Licence Allowance (hour)	N/A	$1.90	$1.90	$1.90	$1.90
Statutory Authorities (week)	N/A	$49.08	$49.08	$49.08	$49.08
STQ (week)	N/A	$30.00	$30.00	$30.00	$30.00

Site Allowance (Projects $300m - $700m inclusive)

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

Value of Project	Applicable Allowance
$300m-$400m	$5.00
$400m-$500m	$5.50
$500m-$600m	$6.00
$600m-$700m	$7.00

Lift Industry Allowances					
All-purpose Leading Hand Allowance (hour)					
Less than 5 employees	$2.45	$2.52	$2.60	$2.68	$2.76
More than 6 – less than 10	$3.05	$3.14	$3.24	$3.33	$3.43
More than 10	$3.67	$3.78	$3.89	$4.01	$4.13
Electrical Employees Allowance					
Qualified Technical Person Allowance	$262.50	$270.38	$278.49	$286.84	$295.45
Mechanical Employees Allowances (hour)					
Welder - tested	$1.42	$1.48	$1.52	$1.57	$1.62
Welder - Special Class	$2.48	$2.55	$2.63	$2.71	$2.79
Welder – Special class Exotic materials	$4.35	$4.48	$4.61	$4.75	$4.90

Health and Safety Representative

Where an employee is elected by Employees of the Employer as a HSR, and agrees to undertake the required training to fulfil the role, the Employee will be classified as the higher of CE4/EW4 (as the context requires), or the Employee's usual classification. In addition, an HSR is entitled to an all-purpose hourly allowance of:

1 July 2020	1 July 2021	1 July 2022	1 July 2023
$2.51	$2.59	$2.66	$2.74

Union Delegate

Where an employee is elected by Employees of the Employer as a Union Delegate, and the Union notifies the Employer of this election, the Employee will be classified as the higher of CW4/EW4 (as the context requires), or the Employees usual classification. In addition, a Union Delegate is entitled to an all-purpose hourly allowance of:

1 July 2020	1 July 2021	1 July 2022	1 July 2023
$2.51	$2.59	$2.66	$2.74

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

Appendix C: Classification Structure and Level Descriptions

Construction Worker/Labourer Classifications

The Civil Worker (CW) classifications will apply to Employee(s) performing work of the nature of Civil Construction who are engaged in the classifications set out below and are employed to perform the works set out in this Document.

Determination of Classification for individual Employees:

The appropriate classification level will be determined by the primary role in which a person is engaged to perform by the Employer, regardless of that person's level of skill.

i. This means that the appropriate classification level for an individual will be determined on a task rather than skill basis.

ii. Individual classification levels will only change where the primary task for which the individual is engaged changes.

Classification	Definition
CW1	New Entrant (an entry level with less than 12 months experience) General Labourer Stores Assistant
CW2	Skilled General Labourer Earthworks Trim Grade Checker Heavy Plant Spotter Concrete Gang Concrete Float Hand Paving Stringliner Store-person Yardman Chainman
CW3	Elevated Work Platform Operator with Ticket Hoist Driver Concrete Finisher Form Worker Road Roller Operator under 12T Heavy Mobile Plant Operator (0-5T) Ticketed Dogman Steel fixer Ticketed Forklift Driver Ticketed Rigger/Scaffolder Telehandler (Up to 4.5T) Hiab Operator Shotcreter Shotcrete Crew Painter
CW4	Concrete Line Pump Operator Road Roller Operator 12T and over Concrete Finisher Concrete Paving Spreader Non-certified Tradesperson WHSO
CW5	Trade Qualified Tradesperson Crane Operator (5-20T) Operators of: Tractor up to but not exceeding 48kw (65bhp), Skid Steer Excavator up to but not exceeding 48kw (65bhp), Dumper/Water Cart not exceeding 40T, Mobile Concrete Pump Boom, Forklift not exceeding 48kw, Shotcrete Placing Machine, Paver Gantry Crane Operator
CW6	Heavy Mobile Plant Operator (>20T-60T) Operators of: Tractor 48kw up to but not exceeding 370kw,

	Loader-Front End and Overhead from 48kw up to but not exceeding 370kw including:960, 966, 980, Dry Batch Plant, Pug Mill, Skid Steer Tractor from 48kw, Forklift from 48kw but not exceeding 220kw, Excavator not exceeding 3cubic metres, Dumper/Water Cart over 40T but not exceeding 100T, Dozer D8 without GPS, Compactor 825 without GPS, Graders 140,143,14,16 without GPS
CW7	Heavy Mobile Plant Operator (>60-100T) Operators of: Tractor from 370kw up to but not exceeding 450kw including Scraper 651/ Dozer DION, Trimmer, Excavator from 3 cubic metres, Loader-Front End and Overhead from 370kw up to but not exceeding 450kw, Wet batch Plant, Scraper 651, Compactor 825 with GPS, Graders 140,143,14,16 with GPS, Dozer D8 with GPS Tower Crane Operator
CW8	Heavy Mobile Plant Operator (>100T) Operators of: Tractor from 450kw including Dozer D11, D10-48kw, 475, Grader with Final Trim, Scraper 637

Electrical Worker Classifications

Classification	Definition
Grade 2	An Electrical Worker Grade 2 is an employee who is engaged in assisting a tradesperson, provided that such assistance shall not include the work of a tradesperson and; (a) Without limiting the scope of the work, an employee may perform unskilled tasks as directed to the level of their training; (b) is an employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.
Grade 3	An Electrical Worker Grade 3 is an employee who works under direction, may be required to perform the work of an Electrical Worker Grade 2 and; (a) without limiting the scope of the work, the employee may perform the work described below to the level of their training: (i) is engaged in store work; or (ii) is qualified and required to drive or operate the employer's machinery, plant or equipment incidental to their primary task or functions, including truck attendants; or (iii) inspects and tests fire alarm or security alarm equipment; or (iv) under the supervision of a tradesperson or electronics serviceperson; (1) installs radio, communications and related equipment including antenna; or (2) installs fire alarm or security alarm equipment; or (3) installs data and communication cabling. (b) provided that this person shall not undertake tasks requiring the skills of a tradesperson.
Grade 4	(1) An Electrical Worker Grade 4 is an employee who: (a) has worked for not less than one year in the industry, or holds the equivalent experience, and, without limiting the scope of the work, and to the level of their training, is an employee who: (i) performs scaffolding or rigging that is incidental to their primary task or functions (assisting a licensed electrical worker to perform electrical work); or (ii) is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or (iii) has worked for not less than one year as an Electrical Worker Grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson: (1) installs radio, communications and related equipment including antenna; or (2) installs fire alarm or security alarm equipment; or (3) installs, terminates and tests data, and communication cabling (iv) Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical Worker and works without assistance and supervision.

	(c) Provided that this person shall not undertake tasks requiring the skills of a tradesperson. (2) Included in this grade is the work of: (a) Purchasing Clerk/Storeperson; (b) Electronic Equipment Tester/Installer Level 2; and (c) Alarm security tester grade 2.
Grade 5	(1) An Electrical Worker Grade 5 is employed to use the skills acquired through the training specified below and is an employee who; (a) who holds a trade certificate or tradesperson's rights certificate in an electrical trade; or (b) has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or (c) has successfully completed an appropriate instrumentation trade course; or (d) holds an appropriate electrical/refrigeration/air conditioning trade certificate; or (e) has successfully completed an appropriate trade course in linework or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge. (2) Included in this grade is the work of: (a) Electrical Fitter; (b) Electrical Fitter (Instrumentation and Process Control); (c) Electrical Mechanic; (d) Alarm Security Technician Grade 1; (e) Alarm Security Tester Grade 3; (f) Television/radio/electronic Serviceperson/mechanic Level 1; (g) Instrument Tradesperson Level 1; (h) Refrigeration/Air-Conditioning Tradesperson Level 1; and (i) Linesperson/Cable Jointer Level 1.
Grade 6	(1) An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition (a) has successfully completed (i) 33% of the qualification specified for Grade 7; or (ii) equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the Document; or (b) has acquired equivalent standard of skills as defined above as agreed between the parties to the Award through other means including a minimum of one years' experience as an Electrical Worker Grade 5. (c) is employed to use the skills acquired through the training or experience specified. (2) Included in this grade is the work of: (a) Electrical Tradesperson Level 2; (b) Television/Radio/Electronic Serviceperson Level 2; (c) Instrument Tradesperson Level 2; (d) Refrigeration/Air-Conditioning Tradesperson Level 2; (e) Linesperson/Cable Jointer Level 2; and (f) Alarm/Security Technician Grade 2
Grade 7	(1) An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who: (a) has successfully completed a Post Trade Certificate or has acquired the same standard of skills through other means including a minimum of 2 years' experience in the industry, (b) is employed to use the skills acquired through the training and/or experience specified. (2) Included in this grade is the work of: (a) Alarm/Security Technician Grade 3; (b) Communications Tradesperson - Special Class; (c) Electrical Linesperson - Live Line; (d) Electrician Special Class; (e) Electronic Serviceperson Grade 3; (f) Instrument Tradesperson - Complex Systems; (g) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 3; and (h) Television/Radio/Electronic Serviceperson Grade 3.
Grade 8	(1) An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who: (a) has successfully completed a Post Trade Certificate or "X%" of an Advanced Certificate or its equivalent and in addition has not less than 2 years' experience as an Electrical Worker Grade 7; and

	(b) is employed to use the skills acquired through the training and/or experience specified. (2) Included in this grade is the work of: (a) Electronic Tradesperson; (b) Instrumentation and Controls Tradesperson; (c) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 4; and (d) Installation Inspector.

Mechanical Worker Classifications

Classification	Definition
MW1	Basic Mechanical Trades Assistant Storeperson Lagger Truck Driver (MR, HR)
MW2	Experienced Mechanical Trades Assistant Mechanical Trades Assistant-Truck Driver (MR, HR) Mechanical Trades assistant + Rigger (basic) Dogger
MW3	Mechanical Fitter Hydraulic Fitter Boilermaker Pipe Fitter Machinist Sheet Metal Worker
MW4	Sheet Metal Worker + Marker/setter out Boilermaker + Marker/setter out Boilermaker + Welder (non-certified) Mechanical Fitter - Hydraulic Mechanical Fitter - Pneumatic Mechanical Fitter – Machinist
MW5	Boilermaker + Welder (tested 1554 SP) Boilermaker - Pressure Pipe/vessels Mechanical Fitter - Pneumatic - Hydraulic Mechanical Fitter - Pressure Pipework
MW6	Boilermaker – Quality Checker Boilermaker + Pipe Fitter + Welder (AS 1796) Boilermaker + Marker/setter out + Welder Mechanical Fitter - Systems experience Boilermaker Welder - Tested to AS 1554SP or AS1796 or ASME IX

Fire Sprinkler Services Classifications

Classification	Definition
Sprinkler Fitting Trades Assistant	Work performed by a Trades Assistant is limited to work of an 'unskilled nature'. Work of an unskilled nature means: • Organising tools; • Painting pipe; • Carrying pipe around the work site; • Laying pipe out; • Assisting in measuring up; • Concreting around pipes; • Installing penetration seals; • Assisting in fire rating; • Cleaning up; • Carrying out other labouring tasks (e.g. Digging holes, loading and unloading material and equipment); and • Picking up and delivering material and equipment to site.
Sprinkler Fitting Tradesperson Level 2	A Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who: has successfully completed three appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience, subject to having successfully completed a skills test equivalent to the structured training requirements for this level. A Sprinkler Fitting Tradesperson Level 2 works above and beyond a Sprinkler Fitting Tradesperson Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • works under general supervision either individually or in a team environment; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a work team; • exercises discretion within their level of training; • has knowledge of occupational, health and safety requirements subject to the level of their training; and • reads, interprets and applies information from plans.
Sprinkler Fitting Tradesperson – Special Class Level 1	A Sprinkler Fitting Tradesperson - Special Class Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed six appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. A Sprinkler Fitting Tradesperson - Special Class Level 1 works above and beyond a Sprinkler Fitting Tradesperson Level 2 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a team; • exercises discretion within the scope of this grade; • works under limited supervision, either individually or in a team environment; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular task: • exercises precision trade skills using various materials and/ or specialized techniques; • schedules and plan work activity; • writes brief reports on work activity; • has knowledge of the Australian Standards applying to their sphere of work;

	• recognises hazards associated with tasks in their field of work; and • exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.
Sprinkler Fitting Tradesperson – Special Class Level 2	A Sprinkler Fitting Tradesperson - Special Class Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed nine appropriate modules in addition to the requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. A Sprinkler Fitting Tradesperson - Special Class Level 2 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • provides trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works under limited supervision either individually or in a team environment; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular task: • exercises high Precision Trade Skills using various materials and/ or specialised techniques. and • exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.
Advanced Sprinkler Fitting Tradesperson Level 1	An Advanced Sprinkler Fitting Tradesperson Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed ten and half appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. An Advanced Sprinkler Fitting Tradesperson Level 1 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 2 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • exercises discretion within their level of training; • is able to provide trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works under limited supervision either individually or in a team environment; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular task: • exercises high Precision Trade Skills using various materials and/ or specialised techniques; and • exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, C02 systems, deluge systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.
Advanced Sprinkler Fitting	An Advanced Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed 12 appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training;

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Tradesperson Level 2	or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. An Advanced Sprinkler Fitting Tradesperson Level 2 works above and beyond an Advanced Sprinkler Fitting Tradesperson Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • undertake quality control and work organisation at a level higher than for Advanced Sprinkler Fitting Tradesperson Level 1. • provide trade guidance and assistance as part of a work team. • assist in the provision of training to Employees in conjunction with supervisors/ trainers. • perform maintenance planning and predictive maintenance work within their field of work. • prepare reports of a technical nature on specific tasks or assignments as directed; and • exercise broad discretion within the scope of this level. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade Training to enable the Employee to perform the particular task: • use information from plans to identify, diagnose and solve problems related to their sphere of work; • be able to identify any deviations from plans and sketches; • schedule and plan work for a team and provide brief reports on the progress and quality of the work; • exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, CO2 systems, deluge systems, pumps and pump control systems, hydrant systems, hose reels, combined systems or explosive suppressive systems; and exercising diagnostic skill in respect to various systems in fire protection

Plumbing and Mechanical Services Classifications

Classification	Definition
Plumbing and Mechanical Services Sheet Metal Worker Level 1(a)	New entrant under the age of 21
Plumbing and Mechanical Services Sheet Metal Worker Level 1(b)	New entrant over the age of 21
Plumbing and Mechanical Services Worker Level 3	A Plumbing and Mechanical Services Worker Level 3 is an employee who: • has successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Level 2 consisting of formal structured training agreed to between the parties to this document: or • has obtained equivalent skills gained through work experience subject to competency testing to the prescribed standards covering the content of the above agreed modules of training; or • is a licensed Drainer. Employees at this level perform work to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises good interpersonal communication skills; • exercises discretion within their level of training; • understands and applies quality control techniques;

Plumbing and Mechanical Services Worker Level 3	• performs work under general supervision either individually or in a team environment; • has knowledge of the four streams within the building and construction industry and how they inter-relate; • works in a safe manner; • having been given adequate written or verbal instruction, is able to control their own schedule of work and meet objectives with general supervision; • is capable of detailed measuring techniques; • interacts with and assists Employees of other companies on site or at the workplace; and • anticipates and plans for constant changes to the work environment. The following indicative tasks which an Employee at this level may perform are subject to the Employee having completed the appropriate training to perform the particular task: • operating a laser when carrying out levelling; • reading and interpreting plans and specifications; • operating machinery and equipment; • assisting with informal on-the-job guidance to other Employees to a limited degree; and • performing work for which a Drainers license is required
Plumbing and Mechanical Services Tradesperson Level 1	A Plumbing and Mechanical Services Tradesperson Level 1 is an employee who is not a licensed drainer and who is not performing mechanical services pipe-work, but who performs work of a skilled trade nature for which registration with a recognised licensing authority is not required, although the person may not be formally trade qualified, and who is able to exercise the skill and knowledge of the relevant trade. Indicative tasks which an Employee at this level may perform include: • exercises good interpersonal and communication skills; • reads, interprets and applies information from plans; • understands and applies quality control techniques; • exercises discretion within the scope of this grade; • performs work under general supervision either individually or in a team environment; • is able to perform tasks safely and be able to identify hazards within their sphere of work; • assists with informal on-the-job guidance to a limited degree; • performs non-trade tasks incidental to their work; • has knowledge of the fields of work within the Services Stream (Plumbing and Mechanical Services) and how they relate to the other areas of the services stream; and • performs work which, while primarily involving the skills of the plumbing and mechanical services trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training. The Plumbing and Mechanical Services Tradesperson Level 1 classification incorporates any worker working in any classification covered by the scope of this document, or the Award as it applied prior to this document, who is not: • engaged on tasks purely of an unskilled nature; • a Licensed Drainer; • a Licensed Plumber; • a Licensed Gasfitter; • a Mechanical Plumber performing any Mechanical Services pipe-work; or • holding a trade certificate level 3 in a trade within the national plumbing training packages.

Plumbing and Mechanical Services Tradesperson Level 2	A Plumbing and Mechanical Services Tradesperson Level 2 is either a: • Plumbing and Mechanical Services Tradesperson Level 1 who has successfully completed three appropriate modules within an approved skills package in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or • person who holds a trade certificate level 3 within the national plumbing training packages relevant to work being performed under this document; or • person who holds a trade certificate level 3 in Engineering – Fabrication. A Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond a Plumbing and Mechanical Services tradesperson Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • works under general supervision either individually or in a team environment; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a work team; • exercises discretion within the scope of this grade; • has knowledge of occupational, health and safety requirements subject to the level of their training; and • reads, interprets and applies information from plans.
Plumbing and Mechanical Services – Special Class Level 1	A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson Level 2 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a team; • exercises discretion within the scope of this grade; • works under limited supervision, either individually or in a team environment; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the employee to perform the particular tasks: • exercise precision trade skills using various materials and/ or specialised techniques; • schedule and plan work activity; • write brief reports on work activity; • have knowledge of the Australian Standards applying to their sphere of work; • recognise hazards associated with tasks in their field of work; and • exercise skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.
Plumbing and Mechanical Services – Special Class Level 2	A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 who has successfully completed : three appropriate modules in addition to the requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include:

	• exercises the skills attained through completion of the training prescribed for this classification; • provides trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works either independently within the skill level of the Employee, or in a team environment with limited supervision; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks: exercises high precision trade skills using various materials and/ or specialised techniques; and exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.
Advanced Plumbing and Mechanical Services Tradesperson Level 1	An Advanced Plumbing and Mechanical Services Tradesperson Level 1 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 who has who successfully completed:1.5 appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 2; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. An Advanced Plumbing and Mechanical Services Tradesperson Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • exercises discretion within their level of training; • is able to provide trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works either independently within the skill level of the Employee, or in a team environment with limited supervision; and • reads, interprets and applies information from plans; • The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks: • exercises high precision trade skills using various materials and/ or specialised techniques; • possesses effective written and verbal skills in order to provide concise reporting and communication; and • exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.
Advanced Plumbing and Mechanical Services Tradesperson Level 2	An Advanced Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond an Advanced Plumbing and Mechanical Services Tradesperson Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • undertakes quality control and work organisation at a level higher than for an Advanced Plumbing and Mechanical Service Tradesperson Level 1; • provides trade guidance and assistance as part of a work team; • assists in the provision of training to employees in conjunction with supervisors/ trainers; • performs maintenance planning and predictive maintenance work within their field of work; • prepares reports of a technical nature on specific tasks or assignments as directed; and • exercises broad discretion within the scope of this level. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks:

	• use information from plans to identify, diagnose and solve problems related to work in a specific field; • be able to identify any deviations from plans and sketches; • schedule and plan work for a team and provide brief reports on the progress and quality of the work; • exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or consumer piping systems; and • exercises diagnostic skills in respect of various systems in plumbing and mechanical services.

Roofing Classifications

Classification	Definition
Roof Plumber Level 1	First 12 months of employment only
Roof Plumber Level 2	80% competent to trade level
Roof Plumber Level 3	Fully competent to trade level
Roof Plumber Level 4	Possessing relevant Certificate III trade qualification

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Appendix D: Additional Electrical Trade Definitions

Classification Definitions

Alarm/Security Technician Grade 1" means a tradesperson employed to carry out repairs and maintenance of alarm/control panels, detectors, pumps, fire suppression signs, bells and other associated equipment in the industry of fire-alarm servicing.

In the industry of security servicing, the tradesperson is employed in the field of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

"Alarm/Security Technician Grade 2" means an Alarm/Security Technician Class I who is engaged on complex or intricate circuitry or both, the performance of which requires the use of "Additional knowledge" as defined below.

Additional knowledge may be acquired through a minimum of 2 years on-the-job experience as a serviceperson, working on the company's installations and equipment.

"Alarm/Security Technician Grade 3" means an Alarm/Security Technician who:

(a) has not less than one year of experience as such and who has satisfactorily completed an appropriate electronics post trades course,

(b) has not less than 2 years' experience with the employer as such, and who possesses a thorough knowledge of the employer's company and processes and who is capable of servicing all the equipment associated with such company, and who is employed to maintain, test, modify services and/or repair complex and intricate electrical, electronic circuits or components, equipment, apparatus and/or devices used in industrial applications in the fire-alarm/security systems industry, and for which the performance of such work requires a higher skill than required by a tradesperson employed on basic service work.

"Alarm/Security Technician Grade 4" means an Alarm/Security Technician Grade 3 who is engaged in applying their knowledge and skills to the tasks of repairing, maintaining, servicing, modifying, commissioning, fault finding and diagnosing various forms of systems which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Alarm/Security Technician Grade 4, a tradesperson must have at least 3 years on-the-job experience in electronic systems utilising integrated circuits, and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as an Alarm/Security Technician Grade 4, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in this definition.

(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

"Alarm/Security Tester Grade 1" means a person employed to inspect and test alarm/control panels, fire suppression equipment, detectors, signs, bells, pumps and associated equipment in the industry of fire-alarm servicing. In the industry of security servicing, the "Alarm/Security Tester" is employed to inspect and test in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external security lighting devices and associated equipment.

In addition to those duties, the "Alarm/Security Tester" is capable of preparing written reports on the conditions, suitability and requirement for the abovementioned equipment. The Tester will be able to accurately identify faults in systems and report them expeditiously as required, as well as prepare reports detailing all requirements for the testing of systems in their test run.

"Alarm/Security Tester Grade 2" means an "Alarm/Security Tester" capable of testing any electrical system including but not limited to halon, CO2, ansul, emergency lighting, evacuation systems, all fire detection and suppression systems and associated equipment. The employee with minimal supervision and assistance will be able to interchange test runs and demonstrate the operation of systems to clients, insurers and appropriate personnel.

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"Alarm/Security Tester Grade 3" means a person, or holder of industry recognised accreditation, which may be granted to persons who through industry experience, have gained the necessary skills, and are able to carry out all aspects of a Tester Grade 2 scope of work and are employed to carry out repairs and maintenance of alarm/control panels, detectors, fire suppression signs, bells and other ancillary associated equipment in the industry of fire alarm servicing, excluding authority provided power supplies or works on live side of isolating devices.

In the industry of security servicing, the person is employed in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

"Communications Tradesperson - Special Class" shall mean a Radio Mechanic, Electrical Fitter or an Electrical Mechanic, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson, working mainly on such complex and/or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable: and

(b) having, by virtue of either the satisfactory completion of an appropriate post trade course in electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

"Electrical Fitter" shall mean an employee who is mainly employed in the workshops manufacturing, fitting, and repairing electrical instruments, machines, and apparatus. Electrical fitting in this definition shall include armature and transformer winding, and people solely engaged in making and repairing instruments. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Fitter (Instrumentation and Process Control)" means an employee who is required to make and/or modify, test, install, adjust and repair, plant instrumentation involving process control equipment including instruments incorporating mechanical, pneumatic, hydraulic, electrical and electronic functions.

The legitimate possession of the appropriate certificate issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Labourer" shall mean an employee, not otherwise provided for in this Document, who is doing work necessary for electrical work.

"Electrical Linesperson" shall mean an employee engaged in overhead construction and maintenance work, and running, fixing, connecting, and maintaining electrical conductors outside of buildings, or an employee engaged in sapping poles, cutting chocks for arms, and fitting arms to poles while the poles are lying on the ground. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Linesperson - Live Line" shall mean an Electrical Linesperson as defined in this Document who is required to carry out "Live Line Work" as prescribed in the Electricity Act 1994.

Such employee may perform "Live Line Work" while the employee remains so authorised by the State Electricity Commission of Queensland in accordance with the said Act.

"Electrical Mechanic" shall mean an employee engaged in placing or affixing or running electrical conductors of all kinds and for all purposes from the point of supply to the point of utilisation, and also in the fixing inside of buildings and vehicles of all kinds of conduits and conductors. It shall include the erecting and connecting up of dynamos, motors, and switchboards, and the connecting up of all instruments and apparatus at the point of utilisation and supply for all purposes, including power, lighting, heating, and smelting, and safe working instruments, apparatus, telephones, bells, public address systems, wireless apparatus, meter fixing, connecting of meters, and the erection, overhauling and repairing of storage batteries and the assembling and renewing of finished parts, and the marking out and mounting of any switchboards, and the effecting of any repairs to electrical machines and appliances when it is necessary to carry out the work on the spot, or is incidental to such necessary work. The legitimate possession of a certificate of competency in

this particular class of work issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Storeperson" shall include an employee responsible for storing, receiving and issuing tools, parts and testing equipment in or in connection with an electrical, including radio and television, workshop and/or depot, but shall not include storepersons employed in any retail or wholesale establishment who receive, store or issue television, radio or electrical equipment and who are provided for in any other Agreement.

“Electrical Tradesperson's Assistant" shall mean an employee directly assisting a tradesperson.

"Electronic Equipment Tester/Installer Grade 1" means an employee engaged on the alignment, installation and testing of radio, communications and related equipment, installing fire alarms and/or security alarm equipment, or installing data and communication cabling, including the locating of faults not requiring the skills of a tradesperson.

"Electronic Equipment Tester/Installer Grade 2" means an employee who has had not less than one year at Level 1 or the equivalent experience. Provided that an Electronic Equipment Installer Level 2 shall not undertake tasks requiring the skills of a tradesperson.

"Electronic Serviceperson Grade 1" means an adult employee engaged on radio, communications and related equipment which requires the application of general trades experience gained through apprenticeship in that work.

"Electronic Serviceperson Grade 2" means an Electronic Serviceperson Grade 1 who has had not less than one year's experience as a tradesperson working in the radio communication industry.

"Electronic Serviceperson Grade 3" means an Electronic Serviceperson Grade 2 who is engaged on complex or intricate circuitry or both, the purpose of which work requires the use of "additional knowledge" as herein defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson working on such complex or intricate circuitry work as will enable the tradesperson to perform such work unsupervised where necessary and practicable; and

(b) having by virtue of either the satisfactory completion of a prescribed post trades course in industrial electronics, radio or communications or the achievement of a comparable standard of knowledge by other means, including the on-the-job experience gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

"Electronic Serviceperson Grade 4" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 3, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment, on which the tradesperson is required to carry out their tasks. To be classified as an Electronic Serviceperson, Grade 4, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as Electronic Serviceperson, Grade 4, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry using diagrams and test equipment.

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in this definition.

(d) Preparing reports of a technical nature on specific tasks or assignments, as directed, and within the scope of the work as described in this definition.

"Electronic Serviceperson Grade 5" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 4, who in addition to the requirements of the Electronic Serviceperson Grade 4, must have one further years on-the-job experience as a tradesperson working on electronic systems, but who in addition is required to maintain and repair multi-function printed circuitry using circuit diagrams and test equipment.

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To be classified as an Electronics Serviceperson, Grade 5, a tradesperson must be engaged in applying their skills and knowledge to the tasks of designing, modifying, testing and diagnosing complex electronic systems related to radio and communications equipment.

"Electronics Tradesperson" means an electrical tradesperson working at a level beyond Electrician Special Class and who is mainly engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the system and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronics Tradesperson a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part time study.

In addition, to be classified as an electronics tradesperson a tradesperson must be required, as part of their duties, to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment.

(b) Work under minimum supervision and technical guidance.

(c) Provide technical guidance to other tradespersons or to management within the scope of the work described in this definition; and/or

(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

"Fire-alarm Systems" means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.

"Installation Inspector" shall mean an Electrical Mechanic who is employed by an Electrical Contractor or company which is principally engaged in providing independent installation inspections and who is qualified within the terms of the Electricity Act 1994, to act as an Installation Inspector and is employed as such. An Installation Inspector must have the following qualifications:

(a) Possess a certificate of competency as an Electrical Mechanic

(b) Has successfully completed a course conducted by the Department of Employment Vocational Education and Training at a TAFE College or approved skill centre comprising the following subjects:

(i) AEL 223 - Electrical Installation Work.

(ii) AEL 226 - Electrical Practices and Responsibilities.

(iii) AEL 122 - Electrical Installation Testing.

(c) Has at least 3 years recent experience in the Electrical Contracting Industry as an Electrical Mechanic or has at least 3 years recent experience as an Installation Inspector with an Electricity Authority in Queensland.

"Instrument Tradesperson" means a tradesperson who is mainly engaged in installing, (including the installing of inter connecting instrumentation wiring, not prohibited by the Electricity Act 1994 or hydraulic or pneumatic instrumentation tubing), repairing, maintaining, and servicing industrial instruments and control systems, including instruments and systems utilising integrated circuits.

An Instrument Tradesperson will have completed an apprenticeship, the greater part of which involved industrial instrumentation, or alternatively can demonstrate a knowledge and understanding of industrial instrumentation and can apply that knowledge and understanding to the tasks assigned by their employer. The required knowledge and understanding would have been gained by undertaking a formal training course run by a State Education Department or Technical Education Department or its equivalent or by at least 12 months on the job experience as a tradesperson at instrument work

"Instrument Tradesperson - Complex Systems" means an instrument tradesperson who is mainly engaged in installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles, including work on complex digital and/or analogue control systems utilising integrated circuits.

To be classified as an Instrument Tradesperson - Complex Systems, a tradesperson will have:

(a) had a minimum of 2 years on the job experience as a tradesperson working predominantly on complex and/or intricate instruments and instrument systems, as will enable them to perform such work under minimum supervision and technical guidance; and

(b) satisfactorily completed an appropriate post trade course equivalent to at least 2 years part time study or has achieved to the satisfaction of the employer, a comparable standard of skill and knowledge by other means including in-house training or on the job experience referred to in (a)

"Instrumentation and Controls Tradesperson" means an instrument tradesperson working mainly at a level beyond that of instrument tradesperson - complex systems and who is mainly engaged in applying their skills and knowledge to installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding industrial instruments which make up a complex control system which utilises some combination of electrical, mechanical, hydraulic and pneumatic principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.

The application of this skill and knowledge would require an overall understanding of the operating mode or principles of the various types of measurement and control devices on which the tradesperson is required to perform their tasks. To be classified as an Instrumentation and Controls Tradesperson, a tradesperson must have at least 3 years relevant on the job experience as a tradesperson - 12 months of which must be at the level of "Instrument Tradesperson - Complex Systems" and in addition must have satisfactorily completed a related post-trades course equivalent to at least 2 years part time study.

In addition, to be classified as an Instrumentation and Controls Tradesperson, a tradesperson must be required as part of their duties to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment:

(b) Work under minimum supervision and technical guidance:

(c) Provide technical guidance to other tradespeople or to management within the scope of the work described in this definition; and/or

(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

“Jointer" shall mean an employee who is employed in jointing cables or sweating on lugs in connection with the installing and maintenance of underground or overhead distributing systems, and the running of feeders, mains and services up to the main fuse in consumers' premises. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Workers and Contractors' Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Journeyperson" shall mean an Electrical Fitter, Electrical Mechanic, electrical Jointer, Electrical Linesperson, electrician in charge, shift electrician, Radio Mechanic or television mechanic.

"Lines Clearance Operator" means an adult who is employed on the clearance of vegetation in the vicinity of overhead power distribution lines.

"Purchasing Clerk" means an employee who initiates orders for electrical materials, receives and issues materials and provides reports on the cost of materials for the preparation of tender documents and job cards.

In addition to these duties, the Purchasing Clerk may conduct sale of materials and equipment to the Public or to the Trade.

“Radio Mechanic" shall mean an employee who is mainly employed to assemble and/or repair, and/or service, and/or install, and/or test radio receivers, and/or public address systems.

"Refrigeration Mechanic or Serviceperson Grade I" means a tradesperson employed to carry out installation, repairs, and routine maintenance of domestic, commercial and industrial refrigeration and air conditioning systems.

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“Refrigeration Mechanic or Serviceperson Grade 2" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than one years’ experience as a tradesperson engaged on complex or intricate circuitry or both.

"Refrigeration Mechanic or Serviceperson Grade 3" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than 2 years’ experience as a tradesperson, and possesses a sound working knowledge of refrigeration and air conditioning, electrical control systems to enable the employee to service, diagnose faults and repair domestic, commercial and industrial refrigeration, air conditioning systems under limited technical supervision.

In addition, to be classified as a Refrigeration Mechanic Grade III, the employee must demonstrate sufficient working knowledge of electronic controls as applied to refrigeration and air conditioning systems to enable the employee to identify faulty modules.

"Refrigeration Mechanic or Serviceperson Grade 4" means Refrigeration Mechanic or Serviceperson Grade I, who has had not less than 3 years’ experience on-the-job as a tradesperson and possesses a sound working knowledge of refrigeration and air conditioning electrical and electronic systems as to enable the employee to commission, service, diagnose faults and repair domestic, commercial and industrial refrigeration and air conditioning systems.

To be classified as a Refrigeration Mechanic Grade IV, the employee must have satisfactorily completed a 2 year post trade course in Industrial Electronics.

In addition, to be classified as a Refrigeration Mechanic or Serviceperson Grade IV, a tradesperson may be required to carry out the following duties:

(a) Maintain and repair multi-function printed circuits using circuit diagrams and appropriate test equipment;

(b) Work under minimum supervision and technical guidance;

(c) Provide technical guidance within the scope of the work described in this definition; and

(d) Prepare reports of a technical nature on specific tasks or assignments as directed within the scope of the work described in this definition.

“Security Alarm Systems" means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic or acoustic equipment or device, or any combination thereof which includes any intruder alarm systems incorporating closed circuit television, video or photographic systems, electronic, electro-mechanic access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or Governmental purpose.

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

"Television/Radio/Electronic Equipment Serviceperson Grade I" means an adult who has completed an appropriate trades course or who has achieved an equivalent standard of skill and knowledge, and who is engaged on routine servicing work which requires no more than the application of the general trade experience gained through apprenticeship or equivalent training on-the-job.

"Television/Radio/Electronic Equipment Serviceperson Grade 2" means a Television/Radio/Electronic Equipment Serviceperson Grade I who has had not less than one years’ experience, as a tradesperson, working on visual and/or sound receiving, recording and/or reproduction devices and associated equipment and associated electronics products.

"Television/Radio/Electronic Equipment Serviceperson Grade 3" means a Television/Radio/Electronic Equipment Serviceperson Grade II who has completed an appropriate trade course which includes instruction in electronic products and who has achieved an equivalent standard of skill and knowledge through 2 years’ experience in the industry or through a special course of tuition, and is required to diagnose and rectify faults in electronics equipment and/or similar apparatus.

"Television/Radio/Electronic Equipment Serviceperson Grade 4" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Serviceperson Grade III, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing modifying, commissioning, testing, fault finding and diagnosis of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits, and in addition, must have satisfactorily completed a post trades course in electronics to at least 2 years part-time study.

In addition, to be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry, using circuit diagrams and test equipment

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in the definition.

(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

“Television/Radio/Electronic Equipment Serviceperson Grade 5" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Equipment Serviceperson Grade IV who, in addition to the requirements of the Television/Radio/Electronic Equipment Serviceperson Grade IV, must have one additional year on-the-job experience as a tradesperson working on electronic systems, but, who in addition, is required to maintain and repair multi-function printed circuitry using diagrams and test equipment.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Class V, a tradesperson must be engaged in applying their skills and knowledge to the tasks of design, modifying, testing and diagnosis of complex electronic systems related to radio and communications equipment.

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

"Truck Attendant" shall mean an employee who is part of a gang which performs electrical work and who during the course of their work, assisting electrical Journeypersons, is required as a minor part of their duties to drive vehicles under 6 tonnes used in connection with the work of the gang.

Appendix E: Standard Definitions

Definitions

The following definitions shall apply to this Document:

ACIRT means the Australian Construction Industry Redundancy Trust (ABN 39 062 330 170).

Apprentice or Trainee means an apprentice or trainee within the meaning of the *Further Education and Training Act 2014.* Apprenticeship and Traineeship have a corresponding meaning.

Australian Super is the nominated superannuation fund for the AMWU.

Award means the industrial instruments as outlined in clause 7 of this document.

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.

Best Practice Principles means the State of Queensland's Best practice principles: Quality, safe workplaces policy document, as amended from time to time.

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.

Casual Employee means an Employee employed on an occasional basis and whose work pattern is not regular or systematic.

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

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

CIRT means The Contracting Industry Redundancy Trust (ABN 49 011 050 329).

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

Competency Based Training means a method of training based on occupational skills standards which are set out in units of competency within training packages and accredited courses.

Consultative Committee means a representative group who meet regularly for the purpose of reviewing work related issues.

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 six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

Day Work means work commencing between 6.00 am and 10.00am, Monday to Friday.

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

Employee means an employee of the Employer.

Employer means the company that employs workers who are engaged in civil construction works within the State of Queensland for which classifications are prescribed by this Document.

Energy Super means Electricity Supply Industry Superannuation (Qld) Ltd (ABN 30 069 634 439, AFSL 336567).

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HSR means Health and Safety Representative elected to represent workers on health and safety and matters have responsibilities under the WHS Act.

JetCo means the Joint Electrical Training Council, which is CRITs associated training fund.

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

Local Employee means an Employee whose normal residential home base is within reasonable travel distance to the applicable work site each day.

National Training Package means endorsed collections of reference materials that define the national standards and qualifications for recognising and assessing people's skills in specific vocations.

NES means the National Employment Standards prescribed by the *Fair Work Act 2009 (Cth).*

Non-Local Employee means an Employee who cannot reasonably travel to the applicable work site from their normal residential home base each day.

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

FWC means the Fair Work Commission.

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

Overtime means any time worked in excess of or outside of the ordinary working hours as prescribed in Clause 9 of this Document.

On-site means work that does not include the following:

- The off-site prefabrication of made-to-order components to form part of any building, structure or works, unless that work is performed on an auxiliary or holding site that is separate from the primary construction site or sites.
- The transportation or supply of goods to be used for any of the work mentioned above (in the BCIIP Act definition of 'building work'), directly to project sites where that work is being or may be performed.

Person Conducting a Business or Undertaking (PCBU) means a business or an undertaking that is either conducted alone or with others, whether or not for profit or gain.

Protect is the nominated redundancy fund for the AMWU.

QIRC means Queensland Industrial Relations Commission.

QLD Workers' Compensation means a type of insurance through WorkCover Queensland that can pay the wages and medical costs of employees who have been injured in the performance of their duties.

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

RDO means rostered day off.

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.

STQ means Service Trades Queensland.

Tradesman means an employee who possesses as a minimum qualification a trade certificate.

Traditional Owners means an indigenous person who is a member of a local descent group having certain rights and responsibilities in relation to a tract of land or area of sea.

Union Delegate means an Employee elected by Union members and a member of an employee organisation entitled to represent the industrial interests of employees employed by the Employer as required. All parties to this Document shall be notified as soon as practicable after the election of a Union Delegate.

Union Representative means a member of an employee organisation entitled to represent the industrial interests of employees.

Union means the;

- *AMWU;*
- *AWU;*
- *CEPU;*
- *CFMEU; and*
- *ETU.*

Verification of Competency (VOC) means an assessment of an employee's knowledge and skills to assist in deeming staff competent to perform a task or operate plant and/or equipment.

Wage Guard is the nominated income protection insurance provider for the AMWU.

Wage Rate means the Employee's ordinary hourly rate of pay as set out in this Document.

Welcome to Country means a ceremony that is performed by indigenous Traditional Owners for people visiting their Country.

Wet Bulb Globe Temperature Index means the measure of the heat stress in direct sunlight, which takes into account temperature, humidity, wind speed, sun angle and cloud cover.

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

WHS Committee means a group of workers that have been nominated to develop and review health and safety policies and procedures for the workplace.

WHS Representative means Health and Safety Representative elected to represent workers on health and safety and matters have responsibilities under the WHS Act.

Workplace Impairment Policy and Procedures means the Workplace Impairment Policy and Procedures as set out in the Impairment Policy.

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Appendix F: Forms and Additional Documents

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**

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RDO NOTIFICATION FORM

Notification pursuant to clause 12.7(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	

Manager contact details

Name: _____

Phone: _____

Email: _____

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

□ High risk activity (specify below)

□ Maintenance, repair, commissioning

□ Restrictions, laws, regulations, etc.

□ Inclement weather

□ Other

Explanation of ground/s listed above:

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DCL-18.c

Best Practice Principles (BPP) prequalification Queensland Supplement to the National Prequalification System (NPS) for Civil (Road and Bridge) Construction Contracts

August 2023

Queensland Government

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3 Additional Terms and Conditions for BPP prequalification 4
4 Assessment for BPP Prequalification 5
5 Monitoring of BPP Prequalification 5
6 Contractor Performance Reporting for BPP 5

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1 Introduction

The Queensland Government's Best Practice Principles (BPP) prequalification requirement is applied as a specialist category, as permitted under the NPS. It operates in Queensland only for the prequalification of contractors that are involved in the Department of Transport and Main Roads' (TMR) projects of $100 million and above or declared projects. Both Queensland-assessed and mutually recognised prequalified contractors must apply for BPP prequalification in Queensland in order to be able to tender for these projects.

The Queensland Government, through the Queensland Procurement Policy is committed to maximising benefits for Queenslanders by using procurement to support local jobs and businesses to drive economic, environmental, and social outcomes. This includes ensuring quality, safe workplaces for people engaged on state government projects, through the implementation of BPPs, in accordance with guidance issued by the Department of Energy and Public Works and the Office of Industrial Relations.

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

- Workplace health and safety systems and standards
- Commitment to apprentices and trainees
- Best practice industrial relations

TMR fully supports the Queensland Government's priorities to improve matters such as employment conditions, safety and training opportunities for the transport civil construction industry and ensure the industry is, and remains sustainable, safe and progressive.

To streamline tendering processes, the assessment of a contractor's commitment to the BPPs, including the intent and outcomes of the Transport Best Practice Industry Conditions (Transport BPIC) as a prequalification requirement will:

- Establish a pool of prequalified contractors who have demonstrated a commitment to, and capability for BPP-declared projects.
- Increase awareness of BPP requirements among TMR prequalified contractors.
- Reduce complexity for successful tenderers at contractual close of BPP projects.

2 Queensland's Best Practice Principles

Table 1 – Queensland's Best Practice Principles

Category	Indicative Description of Works and Category Requirements
WHS systems and standards	Queensland's work health and safety laws aim to protect the health, safety and welfare of all workers at work. The laws also protect the health and safety of all other people who might be affected by the work. Queensland's work health and safety legal framework includes: • the Work Health and Safety Act 2011 • the Work Health and Safety Regulation 2011 • codes of practice. if applicable.
Apprentices and Trainees	• Maximising training and development opportunities for apprentices and (with target participation for women and our First Australians)
Best practice industrial relations	• Ensuring subcontractors get paid and are not exploited through unscrupulous practices utilised by some industry operators (see the Queensland Government Project Bank Accounts, if applicable). • Leveraging industry benchmarks that recognise the fair entitlements and employment conditions of skilled labour in the building and construction industry.

A separate application form has been developed for Applicants that wish to apply for BPP prequalification in order to be able to tender for projects of $100 million or above or declared projects. In addition to the questions in the prequalification application, project specific questions will be included in the Expression of Interest (Stage 1) processes as non-price criteria.

3 Additional Terms and Conditions for BPP prequalification

In addressing these Terms and Conditions, the Applicant, who complies with legislative obligations:

1. acknowledges that the State will rely upon information provided by the Applicant to determine the Applicant's eligibility for prequalification.
2. agrees that it will:
    a. make available to the State, upon request, all necessary documentation held or reasonably obtainable by the Applicant supporting its application for prequalification
    b. provide the names of all Significant Individuals of the Applicant
    c. notify the State without delay of material changes, if any, to its operational or management practices, and its financial or technical capacity, that may have an effect on its eligibility for prequalification.
    d. be bound, upon prequalification, by the Conditions of BPP Prequalification conditions stated in application form.
3. agrees that the State may
    a. In relation to any information provided by the applicant, undertake searches and inquiries, and/or share such information, with other relevant government entities,

external consultants, assessors and advisors engaged by the State and the TMR Prequalification Committee, to determine the Applicant's suitability and eligibility for prequalification (including among other things the performance and / or financial standing of the applicant)

4. commits to addressing the intent of the BPP, and the BPIC, through tender processes provided that the contractor must at all times comply with legislative obligations

4 Assessment for BPP Prequalification

Once the prequalification application is received by TMR, it will be assessed and then referred to the TMR Prequalification Committee for consideration.

Applicants will be notified of the outcome of their BPP prequalification application in writing.

The application process will be open year-round following the initial intake.

As with NPS applications, BPP prequalification applications will be assessed and presented to the TMR Prequalification Committee.

A BPP prequalification status will be added to the prequalified contractor status list available on the TMR website.

Please note that in the application form there are questions that require a response of Yes in order for the application to proceed to assessment, and that some of the Government Priority questions in the application form are for information gathering purposes only and will not form part of the assessment process.

Normal review and appeal rights under the NPS will apply.

5 Monitoring of BPP Prequalification

Once BPP prequalification has been established, it will align with a contractor's NPS prequalification and will be due for renewal on the same date.

A contractor's BPP Prequalification status will be subject to a review should there be any breaches under Ethical Supplier Mandate for BPP and BPIC.

6 Contractor Performance Reporting for BPP

BPP prequalified contractors must comply with Appendix D – Contractor Performance Reporting, of the Transport Infrastructure Delivery System (TIPDS) Volume 3.

0601

Prequalification for Best Practice Principles (BPP) and Transport Best Practice Industry Conditions (BPIC)

Frequently Asked Questions (FAQ)

Background

A Queensland supplement to the Austroads National Prequalification System for Civil (Road and Bridge) Construction Contracts (NPS) has been developed.

This is to establish a commitment from contractors to the Best Practice Principles (BPP), including the intents and outcomes of the Transport Best Practice Industry Conditions (Transport BPIC).

The BPP prequalification will be required for contractors to tender on projects where the BPP applies.

What's changing?

The Queensland Government is incorporating the assessment of the civil contractors' commitment to meeting the BPP for government works of $100 million and above or for declared projects, into the prequalification stage.

This means contractors must now obtain BPP prequalification to be able to tender for future transport infrastructure projects that apply the BPP and BPIC.

BPP prequalification will simplify the tender process because the contractor is preapproved as suitably qualified to deliver the project in line with government expectations.

Tender questions and responses will no longer include general BPP information - that will now be covered in the prequalification application. Instead, tender questions and responses will now concentrate on project specific BPP commitments.

The Best Practice Principles prequalification Queensland Supplement will be incorporated into Transport Infrastructure Project Delivery System – TIPDS Volume 3: Prequalification System (Department of Transport and Main Roads) (tmr.qld.gov.au).

NPS prequalification recognised by Queensland is a prerequisite for BPP prequalification. However, not receiving BPP prequalification will not affect NPS technical and financial prequalification levels.

Why is it changing?

Prequalification for BPP will align TMR with other Queensland Government departments, providing greater consistency and certainty for BPP projects (over $100 million and declared) for the construction industry.

For TMR, these changes simplify the tender process and provide assurance that our preapproved contractors are suitably qualified to deliver the project in line with government expectations.

For contractors, these changes simplify the tender process and provide a more consistent experience with clearer expectations when tendering for major Queensland Government projects.

When is it changing?

The BPP prequalification comes into effect from 1 August 2023. On this date, suitably prequalified contractors will be invited to apply through an initial intake.

The BPP prequalification will not be required on BPP projects currently in the tender process.

TMR is committed to processing all BPP prequalification applications from the initial intake prior to the release of tender documentation for future BPP projects.

Who can apply to be prequalified?

NPS prequalified contractors wanting to tender for projects of $100 million and above, or for projects declared as being subject to the BPPs.

Civil contractors with existing prequalification at R3 B2 F50 or above, will be invited to apply in the initial intake. Based on past tendering data and current market conditions, TMR has identified that tenderers, including joint venture partners, for BPP projects are at this level (R3 B2 F50) or above.

Any company who has prequalification at the above levels (R3 B2 F50) in another jurisdiction must get mutual recognition in Queensland under NPS before applying for BPP prequalification.

In joint venture situations for BPP projects, all parties must be BPP prequalified.

How do contractors apply for prequalification?

Prequalification requires completion of a prequalification application form.

The application can be accessed by contacting the TMR prequalification team at [redacted]

It will also be published on the TMR website in due course.

Initial intake responses are due back by 1 September 2023. However, the application process will be open year-round following the initial intake assessments.

How often do I need to reapply for BPP prequalification?

Following the initial intake, BPP prequalification will be aligned with the NPS three-year renewal cycle. This means, in the initial intake the BPP prequalification will cover varying time periods as per each contractor's NPS prequalification, up to a maximum of three years.

This approach ensures contractors are not disadvantaged from tendering for BPP projects in the short term and streamlines the prequalification process for both TMR and contractors in the long term.

What's the prequalification assessment process?

Once the prequalification application is completed and submitted to TMR, it will be assessed and then referred to the TMR Prequalification Committee for consideration.

Applicants will be notified of the outcome of their BPP prequalification application in writing.

The application process will be open year-round following the initial intake. As with NPS applications, BPP prequalification applications will be assessed and presented to the TMR Prequalification Committee monthly.

0603

A BPP prequalification status will be added to the prequalified contractor status list available on the TMR website.

Where can I access more information?

Any questions about the BPP prequalification application should be directed in writing to [redacted]

What are the Best Practice Principles (BPP)?

TMR is committed to using our procurement to support quality, local jobs, boost the Queensland economy and leave a lasting positive legacy for current and future generations of Queenslanders.

This includes engaging with suppliers that are ethically, environmentally, and socially responsible, and which deliver genuine, quality, secure and ongoing jobs with fair pay and safe working conditions for Queenslanders.

The Buy Queensland 2023 approach ensures Queensland Government suppliers meet the Best Practice Principles for major projects of $100 million and above, or for projects declared as being subject to the BPPs. The BPPs include:

1. Best practice workplace health and safety (WHS) systems and standards.
2. Best practice commitment to apprentices and trainees.
3. Best practice industrial relations.

For BPP projects, when applying the 'Best practice industrial relations' principle, Best Practice Industry Conditions (BPICs) also need to be applied. Tenders and contracts (Department of Transport and Main Roads) (tmr.qld.gov.au)

The current Transport BPIC should be referenced as part of the application process. It is currently subject to review to address some external factors, including the Australian Government Review, however this does not affect your consideration or application.

Some BPP requirements crossover with existing NPS requirements. Why are they included in the BPP application?

TMR has considered potential crossover between BPP and NPS prequalification requirements and wherever possible has included references back to the existing NPS requirements in the BPP application to avoid duplication.

In relation to the commitment to the Transport BPIC, do I need to have specific workplace instrument or enterprise agreement in place to have my BPP prequalification approved?

In accordance with federal industrial laws, including the Fair Work Act, the BPP prequalification does not require an applicant to have a specific workplace instrument or enterprise agreement in place.

During the tender process for a BPP project, TMR may evaluate offers on an assessment of the terms and conditions of the tenderer's own employees, and any employees subcontracted on the project, against the relevant BPICs. It is up to the tenderer how it can establish that it is providing such terms and conditions. For example, through an enterprise agreement, greenfields agreement, or another approach chosen by the tenderer.

Transport BPIC lessons learned meeting – key messages

Monday 3 April 2023

What we heard

- BPIC has/is creating industrial unrest
- Downstream organisations/sub-contractors are confused by BPIC – more education is required
- Perception that BPIC has reset on the cost of labour
- CFMEU is of the opinion that the Qld Gov has done a deal with them
- The conduct and behaviour of the unions is atrocious and unacceptable – fears for contractor staffs mental health
- Industry is 100 per cent on board with the social outcome KRAs
- It's important that TMR doesn't do anything that ties industries hands to manage the industrial environment
- The BPIC reads like a CFMEU document – this is problematic
- Sub-contractors are providing feedback that unless BPIC is their core business, they don't want to do it
- Rates are not the problem – we know what they are and we can price for them
- There is a rising tide of workers not on BPIC rates, who want BPIC rates – this creates unsustainable cost escalation
- Small sub-contractors are declining to price, particularly in regional areas – they don't want to run two sets of books
- Clarity is important – there is confusion in the market
- It would be useful to narrow down TMRs expectations for the social KRAs – help tendering contractors who are sitting down to 'dream up' what they think TMR wants
- If TMR sees something as valuable – say so, and contractors will do it
- Be clear on what the overarching objective is
- Contractors should be in control of the elements they take risk on – need control over their own workforce
- The relationship with the supply chain needs to be the contractor's relationship, not one a third party is subject to
- TMR procurement documentation approval process slows things down – the contractors are nimbler procurement organisations than TMR
- When it comes to procurement, the contractors wanted to be trusted to do certain things with TMR checking in from time-to-time
- The issue is the interference with the way the projects are run – pay rates are not the issue
- Sub-contractor audits – there is reluctance and impact on local spend

What we'll talk more about

- Traffic controller rates increasing significantly
- Contract Administrators – nervous at their ability to interpret what's unfolding. Upskilling / education required
- BPPs – so much more can be done. Perception of IR focus.

What we'll be investigating

- Options/potential for a different approach for SEQ and regional Qld?
- Amend BPIC to be more union agnostic for example, more options for training suppliers etc
- Unpack the impacts of implementation for example, feedback on subcontractor impacts regarding tendering and audits
- Further Right of Entry education for TMR staff
- Clarification of BPP and BPIC outcomes (what are industry not doing that government wants to see)

Actions for industry

- Put in writing important issues around harassment and intimidation
- Share BPP good news stories with us

What we'll talk more about

- Traffic controller rates increasing significantly
- Contract Administrators – nervous at their ability to interpret what's unfolding. Upskilling / education required
- BPPs – so much more can be done. Perception of IR focus.

What we'll be investigating

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- Further Right of Entry education for TMR staff
- Clarification of BPP and BPIC outcomes (what are industry not doing that government wants to see)

Actions for industry

- Put in writing important issues around harassment and intimidation
- Share BPP good news stories with us

Kristian Marlow

From: [redacted]
Sent: Friday, 30 August 2024 10:02 AM
To: Damian Long; [redacted]
Cc: Julie Mitchell; Deanne M Hawkswood
Subject: DG46787 - Clarifying TMR's expectations on Transport BPIC application
Attachments: DG46787_Att 1A_DG signed Letter_Long_30082024.pdf; DG46787_Att 1B_DG signed Letter_Chapman_30082024.pdf

Dear Damian / Andrew,

Please find attached a letter for your attention that clarifies the Department of Transport and Main Roads' (TMR) expectations regarding the Transport BPIC. It is intended to support industry in applying the Transport BPIC through tendering and project delivery, and I welcome you to share it with your members.

Importantly, the letter refers to guidance currently under development to support improved awareness and understanding of the Transport BPIC across industry.

Thank you for your continued willingness to provide valuable industry insights to TMR.
I appreciate your time and efforts and look forward to continuing to work in partnership with industry.

Yours sincerely,

Sally Stannard
Director-General
Department of Transport and Main Roads
[redacted]

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Opinions contained in this email do not necessarily reflect the opinions of the Department of Transport and Main Roads, or endorsed organisations utilising the same infrastructure.

Queensland Government

Our ref: DG46787

Office of the
Director-General

30 August 2024

Department of
Transport and Main Roads

Mr Damian Long
Chief Executive Officer
Civil Contractors Federation - Queensland
[redacted]

Dear Mr Long

The Best Practice Industry Conditions for Transport Civil Construction Projects document (Transport BPIC) provides guidance about best practice industrial relations, for civil construction projects valued at over $100 million. In April 2024, the Department of Transport and Main Roads (TMR) updated its guidance, adding new provisions that extend the applicability of the Transport BPIC to rail infrastructure and water construction projects.

The aim of the Transport BPIC remains unchanged to ensure the creation of quality jobs, safe workplaces and to attract, build and retain a skilled and diverse workforce.

The Transport BPIC is tailored specifically for civil construction in the transport and water sectors and the only Queensland Government approved sector-wide BPIC for this industry. It includes nationally competitive rates, allowances and conditions for construction workers on major civil construction projects.

In contrast, applicable renewable energy infrastructure and building projects are guided by their sector specific BPICs. These BPICs are tailored to a specific industry and are intended to be used for projects within that respective industry.

Accordingly, TMR expects Principal Contractors to consider the Transport BPIC and any other departmental project-specific requirements when preparing their tenders for applicable TMR projects, and ensure this consideration translates to the development of any project specific industrial instrument, if that is the applicable approach.

TMR remains committed to transparency for industry and the public through the published *Queensland Transport and Roads Investment Program (QTRIP) 2023-24 to 2026-27* and upholding cost certainty for the delivery of our transport infrastructure projects. As such, the Transport BPIC is now factored into project budget estimates.

It is critical that TMR operates within the approved capital budget detailed in QTRIP and in turn expects contractors to make all effort to work within those project budget parameters, when involved in TMR projects. Securing long-term, sustainable funding and efficient delivery of transport infrastructure in Queensland benefits us all.

[redacted]

Telephone [redacted]
Website www.tmr.qld.gov.au
ABN 39 407 690 291

TMR places great value on its partnership with industry to raise standards and achieve better outcomes for our communities. To support industry in better understanding the

Transport BPIC, guidance has been developed to provide an overview of the Transport BPIC and its role in supporting best practice industrial relations and will be shared when finalised.

I welcome you to share the information in this message with your members, to ensure a unified and consistent understanding.

If you require further information, please contact Ms Deanne Hawkswood, Chief Procurement Officer, TMR, by email at [redacted] or telephone on [redacted]

I trust this information is of assistance.

Yours sincerely

[redacted]

Sally Stannard
Director-General
Department of Transport and Main Roads

Department of Transport and Main Roads

Queensland Good jobs Better services Great lifestyle

Transport BPIC

Update

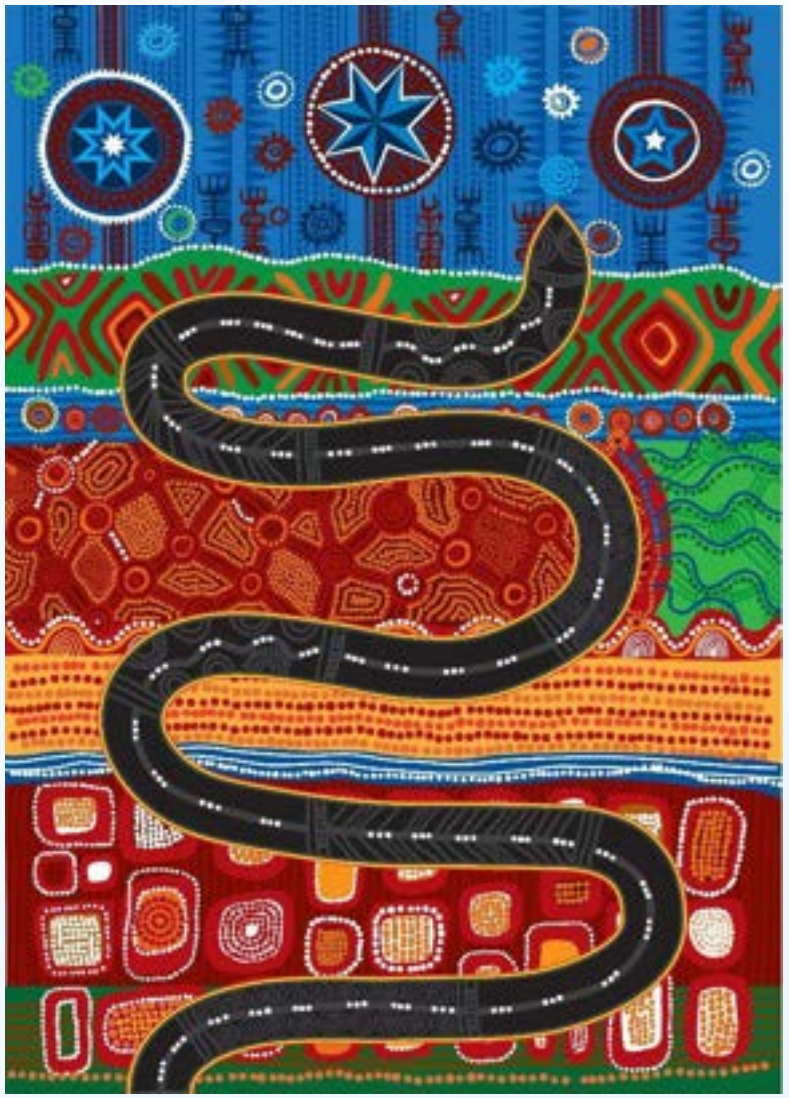
2 April 2024

Queensland Government

Acknowledgement of Traditional Owners and Elders

I'd like to begin by acknowledging the Traditional Owners of the land where we meet today. I would also like to pay my respects to the Elders both past and present.

I also extend that respect to the Aboriginal and Torres Strait Islander people here today.



'Travelling' by Gilimbaa

Housekeeping

To ensure this briefing runs smoothly please:

- Turn your video off to limit bandwidth impacts on the network
- Keep microphones on mute
- Use the chat function for any questions, these will be addressed at the end of the presentation
- Keep any questions to the updates and changes – this is not a forum to debate the policy.

This briefing is for information purposes. Follow up sessions for contractors currently implementing the Transport BPIC will be organised to discuss project-specific impacts.

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Agenda

1	Transport BPIC implementation recap
2	Benefits and impacts
3	Key changes to the Transport BPIC
4	Transport BPIC application
5	What hasn’t changed

Transport BPIC

Implementation recap

Implementation recap

Approved BPICs

- Transport BPIC $100-700 million
- Gold Coast Light Rail Stage 3 BPIC
- Coomera Connector Stage 1
- Queensland Train Manufacturing Program

- Implementation led through Key Result Areas to measure contractor commitments to BPIC and other Queensland Government outcomes
- Improved monitoring of contractor performance through reporting and auditing to ensure benefits committed to are met
- Introduced Best Practice Principles Prequalification

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Transport BPIC

Benefits and impacts

The Transport BPIC story so far

- Applied to 13 projects with a value of more than $16 billion
- Implementation challenges however positive responses during procurement with good wage and condition outcomes agreed

Outcomes

Secure jobs
More self-performed works, less labour hire

Improved pay and conditions for workers
Industry feedback says workers are better off overall on Transport BPIC projects

Parity with other states
Average labour costs for construction workers on recent interstate projects are largely at parity with labour costs in the Transport BPIC ($300 -700M)

Diversity
Increased levels of female and ATSI workers

Capability
Exceeding trainee and apprentice targets

Industry well-being
More time for life for workers moving to 5 day working week

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BPIC impacts

- Rates of pay
- Subcontractors
- Scheduling

Key changes

Summary of changes

BPIC Rail Addendum

Logan and Gold Coast Faster Rail BPIC

Extension of pay rates and project value coverage

Transport BPIC application

Rail Addendum to the Transport BPIC

- TMR is delivering a significant rail infrastructure program including:
  - Beerburrum to Nambour Stage 1 (B2N)
  - Logan and Gold Coast Faster Rail (LGCFR)
- Rail infrastructure work needs to occur during rail closures and inclement weather. The Transport BPIC did not account for these rail specific conditions.
- New Rail Addendum includes specific provisions for the rail sector to support timely completion of rail projects, including:
  - Track possession
  - Risk-based approach to inclement weather
- Aim is to minimise disruption without compromising worker safety

Format

- Rail provisions will form an Addendum to current Transport BPIC
- The Rail Addendum is to be used in conjunction with the Transport BPIC on rail projects

Logan and Gold Coast Faster Rail BPIC

- The project required a project specific BPIC consistent with Transport BPIC governance.
- LGCFR BPIC developed to be read and used in conjunction with the Transport BPIC, including Rail Addendum
- Base wage and site allowance is comparable to Gold Coast Light Rail Stage 3, to minimise workers leaving for better compensation or benefits

BPIC provisions for rail projects

- This table schedules Rail Infrastructure BPIC provisions
- Also note the minor change to the introduction of the Transport BPIC and Classification section to add new electrical worker classifications: Grade 8 to 10

Rail BPIC provisions	Rail addendum	LGCFR Project Specific BPIC
Inclement weather	Substitution clause for Transport BPIC provisions	Same as Rail BPIC addendum
RDOs	Substitution clause for Transport BPIC provisions	Same as Rail BPIC addendum
Hours of work and overtime	Modification to Transport BPIC provisions	Same as Rail BPIC addendum
Track Possession	New provision and modification to existing Transport BPIC provisions	Same as Rail BPIC addendum
Income Protection	Same as Transport BPIC	Modification to Transport BPIC provisions
Site allowance	Same as Transport BPIC	Substitution clause for Transport BPIC wages
Redundancy contributions	Same as Transport BPIC	Modification to Transport BPIC provisions
Daily Fares and Travelling Allowance	Same as Transport BPIC	Modification to Transport BPIC provisions
Training	Same as Transport BPIC	Modification to Transport BPIC provisions
Overtime	Same as Transport BPIC	Substitution clause for Transport BPIC provisions
Wage Rates	Same as Transport BPIC	Substitution clause for Transport BPIC wages

Extension of pay rates and project value

- Transport BPIC pay rates have been extended through to 30 June 2028
- Allows for a 5% wage rate and allowance increase effective 1 July each year from 2024 through to 2027
- The Transport BPIC is now applicable to projects valued between $100 - $890 million (up from $100 - $700 million)
- A project specific complementary BPIC will be considered for projects greater than $890 million and provided as part of the tender if required

Transport BPIC application

- Currently water projects are not covered by a BPIC, with wage rates and conditions negotiated on a project-by-project basis
- Similarities between major water and transport projects, and the contractors who bid for these
- The Transport BPIC will now apply to water civil construction projects delivered by the Department of Regional Development, Manufacturing and Water and civil construction projects undertaken by Queensland's government owned water entities
- Provides a standard BPIC environment for civil construction
- Minor provisions in relation to remote and regional construction standards have been added to the Transport BPIC to ensure suitability for water civil construction projects

What hasn’t changed

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What hasn't changed

Strong prequalification stance

- Prequalification is required
- Application progress

Implementation approach

- Industry appropriate and affordable
- Applying the Transport BPIC is required. Industry must demonstrate during the tendering process that workers will have quality, secure employment supported by good conditions, strong wages and will benefit from equal or better conditions
- The industry retains flexibility to establish project appropriate industrial arrangements to manage their delivery program and workforce

Role of unions

- BPIC recognises the important role the union carries out for the industry and the role of the contractor to determine their Industrial Relations strategy

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Next steps

Next steps: for industry action

- The updated Transport BPIC with Rail Addendum will be published on the TMR website tomorrow Wednesday 3 April
- Please nominate one person from your organisation to send their details to bpic@tmr.qld.gov.au to receive a copy of the following:
  - A copy of the slides shown today
  - Answers to any questions taken on notice
  - A copy of the documentation discussed today
- If you are a contractor currently implementing the Transport BPIC, please contact your TMR project representative to arrange a meeting to discuss any project-specific impacts

Questions

Thank you and stay connected

www.tmr.qld.gov.au

TMRQld @TMRQld TMRQld Department of Transport and Main Roads

DCL-20.c

BEST PRACTICE INDUSTRY CONDITIONS FOR TRANSPORT CIVIL CONSTRUCTION PROJECTS

February 2024

Best Practice Industry Conditions for Transport Civil Construction Projects

Guidance Note

Introduction

To assist with the Queensland Government's commitments in relation to the Best Practice Principles (BPPs), including best practice industrial relations, TMR developed this guidance document titled the *Best Practice Industry Conditions for Transport Civil Construction Projects* (Transport BPIC). In developing the Transport BPIC in consultation with stakeholders, relevant enterprise agreements, awards and legislation to the transport civil construction industry were analysed to ensure the guidance document reflects modern and progressive industrial practices for the civil construction industry.

Originally, this document was developed for civil construction projects with a total project value of $100 million - $300 million. In July 2022, this guidance was amended to include additional / specific conditions for projects between $300 million - $700 million. In February 2024, the upper threshold was adjusted from $700 million to $890 million and additional appendices were added to enable the Transport BPIC to be applied to water civil infrastructure projects and to provide further specific guidance for rail infrastructure projects.

Application

The Transport BPIC is provided to assist with tendering for TMR's transport civil construction projects with a total project value of between $100 million - $890 million (exclusive of GST). The Transport BPIC also assists with tendering for water civil construction projects funded by the Department of Regional Development, Manufacturing and Water (RDMW), and civil construction projects undertaken by Queensland's government owned water entities (Sunwater, Seqwater, Gladstone Area Water Board and Mount Isa Water Board) with a total project value of between $100 million - $890 million (exclusive of GST). Rates and allowances are scheduled in this document for projects between:

- $100 million (exclusive of GST) to $300 million (exclusive of GST) and
- $300 million (exclusive of GST) to $890 million (exclusive of GST), where applicable.

For major water and transport civil construction projects that are greater than $890 million (exclusive of GST), a separate complimentary project specific BPIC will be considered and provided as part of procurement if required.

The purpose of the document is to provide industry with certainty and transparency when addressing the Best Practice Principles requirements in a tender, specifically best practice industrial relations. It should be noted that an objective of the BPIC is to encourage industry to provide a strong basis to attract, build and retain a productive and diverse workforce for the life of a project's delivery and ensure stakeholders can interact in a positive, collaborative and productive way through to successful project completion.

The document is a guide and sets out the intent and agreed standards to help deliver on the objective mentioned above. The document is structured in three parts as set out below and includes a *Statement of Intent* followed by a set of *Agreed Conditions* which have been *approved by Government* in relation to the Queensland Government's Best Practice Principles for industrial relations.

- PART A – Quality Employment Standards
- PART B – Safe Workplace Standards
- PART C – Administration

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When tendering for water and transport civil construction projects valued over $100 million please note the following:

- As the Transport BPIC is a guidance document, it is NOT MANDATORY.
- Tenderers can demonstrate the intent and outcomes of the Transport BPIC in any manner it chooses to nominate throughout the procurement process.
- Full and reasonable consideration will be given to alternative ways of achieving the Transport BPIC.
- Where a particular supplier is referred to within the Transport BPIC, this entitlement or obligation relates to that supplier or any suitable equivalent which the Tenderers may wish to nominate.
- Nothing in the Transport BPIC requires a Tenderer to make any commitment that would breach any laws.

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Quality Employment Standards

Consultation, Dispute Resolution, Contract of Employment, Award Interaction and Related Matters

1. Consultation

Statement of Intent

The Employer acknowledges the importance of effective communications with employees is important to productive and effective workplace relationships and has processes and channels established to foster two-way communications with its Employees. Effective consultation is essential for continuous workplace reform and such consultation can occur any time.

Agreed Conditions

1.1. Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the term of the Contract.

1.2. Consultative Committees may be set up for this purpose.

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

1.4. 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.

1.5. 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.

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

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

1.8. "Significant Effect" under clause 1.3 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; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

1.9. Consultation about changes to rosters or hours of work

Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee(s) affected and, if required their representative, about the proposed change.

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

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

(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;

ii. information about what the Employer reasonably believes will be the effects of the change on the Employees; and

iii. information about any other matters that the Employer reasonably believes are likely to affect the Employees;

(c) invite the Employee(s) affected and any applicable representatives, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities), and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and/or their Union; and

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

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

2. Disputes Settlement Procedure

Statement of Intent

The Employer will have documented processes to follow in the event of a dispute over any work related or industrial matter. These processes will be communicated to all employees through the site induction process.

Agreed Conditions

2.1. A major objective of this Document 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 Document or incidental to the operation of the Document should be dealt with as close to its source as possible. Disputes over matters arising from this Document (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.

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

2.3. 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.

2.4. 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.

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(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.

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

2.6. 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.

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.

3. Contract of Employment

Statement of Intent

The Employer will provide all employees with a contract of employment. This contract should identify all information an Employee needs to know to be fully informed to make a decision regarding the offer of employment. This may include the status of engagement (eg. Full time, fixed term etc), the name of the relevant industrial instrument and position title. Contracts should be written in simple terms to ensure understanding.

Agreed Conditions

3.1. 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 Document, or alternatively, access to the Document in electronic format at the discretion of the Employee.

3.2. 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.

3.3. 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 the applicable contribution funds. 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.

4. Employment Security

Statement of Intent

The Employer acknowledges that job security is a priority for the client. The Employer will use its best endeavours to create jobs on the project. This includes the creation of new jobs and the ongoing security of existing jobs. This commitment extends to jobs with local subcontractors and will consider the nature of engagement of employees when utilising labour hire companies.

Agreed Conditions

4.1. Without limiting the Employer’s right to determine its operational requirements the Parties to this Document will encourage the continuity of employment for permanent employees with the aim of

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ensuring that permanent employment opportunities are not eliminated or eroded in-so-far as it is reasonably practicable to do so.

4.2. The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this Document.

4.3. 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 in-so-far as it is practicable to do so.

4.4. If the Employer wishes to engage subcontractors or supplementary labour to perform work which is usually performed by its own Employee's under this Document, the Employer must consider any matters raised in consultation by potentially affected Employees before making any final decision to engage subcontractors or supplementary labour.

4.5. Following consultation and subject to this clause, the decision whether to engage subcontractors or supplementary labour is a decision of the Employer alone. Any dispute as to the application of this clause will be dealt with under the dispute's settlement procedure under this Document. The Employer will ensure that all subcontractors are bona fide contractors and engage their employees on lawful terms and conditions.

4.6. As soon as practicable after being awarded a contract upon request from the Union Delegate, the Employer shall inform the Union via its Union Delegate which subcontractors have been engaged for the project.

5. Individual Flexibility Agreements

Statement of Intent

The Employer has policies and processes in place to provide Individual Flexibility Agreements (IFA) to it's employees. These processes must be written in appropriate and easily understood language; be provided in other languages when required; and are compliant with Fair Work Act 2009:

Agreed Conditions

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

5.2. 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. time between which ordinary hours are worked;

ii. salary sacrifice agreements;

iii. reduction in ordinary hours;

iv. increase in annual leave accrual each year;

v. increase in rate of accrual of Rostered days off;

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vi. increase in wages;

vii. 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 IFA was made.

5.3. 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 IFA, and the day on which the IFA commences);

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

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

(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.

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

6. Inclusion

Statement of Intent

The Employer acknowledges the importance and benefits of having a diverse and inclusive workplace. The Employer will have policies (or other mechanisms) which outlines their commitments to diversity and inclusiveness.

Agreed Conditions

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

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

6.3. A 'Welcome to Country' ceremony will be arranged with the Traditional Owners when the number of workers undertaking work on the project reach 50, as part of the Employers commitment to the principles of social, restorative justice and cultural affirmation. The Employer will also implement policies, at a minimum, that ensure:

(a) access to annual leave for participation in cultural and ceremonial activities;

(b) skill and career development opportunities for ATSI Employees; and

(c) the development of retention and promotion for ATSI Employees.

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Women in the Industry

6.4. Parties respect equal employment opportunity and it is recognised the demographic of the construction industry could better reflect the diversity of the Queensland population. To that end, the Parties support the promotion of women into the industry and develop initiatives to achieve this objective including ways to encourage and assist women to seek and maintain employment and assist women to seek and maintain employment and to progress into leadership positions in the construction industry.

6.5. 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.

6.6. The parties recognise the right of women to feel safe at work. Sexual harassment, intimidation, ostracism or any other unacceptable behaviour will not be tolerated and my result in disciplinary action in accordance with this agreement. The employer agrees to ensure appropriate avenues for reporting unacceptable behaviour are in place and all employees are made aware of those avenues.

Mature Age Workers

6.7. The parties recognise that a lifetime in the construction industry can take in a toll on a person's 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 for workers over the age of 50.

7. Relationship to Awards and Other Documents

Statement of Intent

Where the Employer has an industrial agreement, the provisions are to result in employees being better off overall than if they were employed under the relevant Award.

Agreed Conditions

7.1. The following instruments are incorporated into this Document:

(a) Building and Construction General On-site Award (MA000020), as amended from time to time

(b) Mobile Crane Hiring Award (MA000032), as amended from time to time

(c) Electrical, Electronic and Communications Award (MA000025), as amended from time to time

(d) Plumbing and Fire Sprinklers Award (MA000036), as amended from time to time

(e) 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

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8. Casual Employment

Statement of Intent

The Employer acknowledges that job security is a priority for the client. The use of casual labour will be limited and only engaged as appropriate. Where possible and ongoing employment is available, casual labour will be given priority for full time positions.

Agreed Conditions

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

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

8.3. Except on Saturdays and Sundays, on each occasion a casual Employee is required to attend work, the Casual 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 in this Document. 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 as applicable.

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

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

(a) where the relevant penalty rate is time and a half, the Employee shall be paid 175% of the hourly rate 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 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 for the Employee's classification.

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

8.7. 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.

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8.8. Casual Conversion

Casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in excess of six-weeks, thereafter has the right to request in writing to have their contract of employment converted to permanent employment if the employment is to continue beyond the conversion process. The decision as to whether a regularly and systematically engaged casual employee is made permanent is a decision of the Employer.

A casual Employee, who has requested in writing to be converted to permanent employment pursuant to clause 8.8 whose request is refused by the Employer, is entitled to be paid 175% of the hourly rate prescribed in this Document for the Employee's classification.

9. Hours of Work

Statement of Intent

The Employer acknowledges the importance of supporting time for life and how the management of work hours, overtime and weekend work can impact that balance. As such, the Employer will identify the ordinary hours of work where employees will be required to work at ordinary rates. The Employer will apply the appropriate penalty rates when overtime is required however, the intention is that excessive overtime will not be worked.

Agreed Conditions

9.1. Ordinary hours

Except as provided elsewhere in this Document, 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 7.00am. All time worked outside these hours shall be by consultation with the affected employees concerned and paid at overtime rates.

9.2. Start and finish times

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

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

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

9.3. Overtime

Projects $100m - $300m inclusive

All time worked in excess of the ordinary hours, shall be paid at time and a half for the first two hours and double time thereafter (provided that a higher penalty elsewhere in this Document does not apply).

Projects over $300m - $890m inclusive

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

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9.4. 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.

9.5. RDO and Weekend Work

(a) The provisions of this Document relating to RDOs will apply to work conducted under this clause.

(b) Where ordinary hours are worked on a Saturday the Employees will be paid at the rate of time and a half for the first two hours and double time thereafter; and

(c) Where the ordinary hours are worked on a Sunday the employees will be paid at the rate of double time for all hours worked (unless a higher rate is provided in accordance with this Document, for example a public holiday or during Christmas shutdown).

10. Shift Work

Statement of Intent

The Employer acknowledges the inconvenience associated with shift work. The Employer's relevant industrial instrument will provide for penalty payments associated with work performed outside of ordinary hours. This may include the provision of extra leave entitlements.

Agreed Conditions

10.1. Shift work is a necessary feature of the Employer's operation and employees may be required to work shift work in accordance with operational needs. Shift work meaning ordinary hours worked outside or partly outside of the ordinary span of hours of at least 5 consecutive shifts may be worked to suit the operational requirements. The requirement to work shift work will only occur after consultation with the appropriate employees.

10.2. For the purposes of this clause:

(a) Afternoon shift means a shift starting at or after 10.00am and before 8.00pm;

(b) Night shift means a shift starting at or after 8.00pm and before 6.00am; and

(c) Day work (i.e. work commencing between 6.00am and 10.00am) is not shift work.

10.3. Shift Workers will be paid the following rates for Ordinary Hours Worked:

(a) Afternoon Shift- Wage Rate plus 15% of the Wage Rate; and

(b) Night Shift - Wage Rate plus 30% of the Wage Rate.

10.4. Shift loading shall not apply to shift work performed on a Saturday or Sunday.

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10.5. Where an Employee works shifts for less than five successive days, double the Wage Rate will be payable in lieu of the applicable shift loading.

10.6. All time worked by a shiftworker in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes), or on a shift other than a rostered shift, must be paid for at the rate of double time. Provided that this will not apply when the overtime is worked by arrangements between the employees themselves or for the purpose of effecting the customary rotation of shifts.

11. Rostered Day Off

Statement of Intent

The Employer recognises that a system of Rostered Days Off (RDOs) for employees enables time for life, helps manage fatigue and workplace safety.

Agreed Conditions

11.1. 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).

11.2. The purpose of a RDO is to ensure the Employer manages the fatigue levels of Employees on the Project, enabling a safe and productive worksite. In that regard:

(a) Designated industry 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 building industry calendar published annually.

(b) An additional 13 designated, the Project rostered days will be taken off by an Employee for every 12 months of continuous service. The rostered days may be scheduled based on designation/classification types to provide for a greater work life balance for employees without impacting operational continuity or productivity. Furthermore, without impacting operational continuity or productivity, rostered days may be scheduled to coincide with additional rostered days off.

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

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

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

11.6. 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.

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

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11.8. 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.

11.9. An Employee may refuse to work a 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; and

(d) payment for working a scheduled RDO shall be at Saturday rates of pay, in accordance with the award in addition to the loadings listed above, employees will be provided a day in lieu for each RDO that they are required to work. Up to five (5) RDOs may be accrued under normal industry flexibilities. Accrued RDOs will be taken in the calendar year they were due or be transferred to the employee's annual leave bank in the last pay period of the calendar year provided sufficient RDO hours are retained to cover the scheduled RDOs for January of the following year.

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Wage Rates

Statement of Intent

The Employer embraces the philosophy a ‘fair day's pay for a fair day's work’. The Employer has an industrial instrument that identifies an appropriate wage for its Employees. This may be in the form of a classification structure within an enterprise agreement which is simple to read and interpret. All Employees are informed of their classification under any such structure. The agreement will cover annual wage reviews.

The wage rates compensate for all special skills and/or disabilities and/or special rates, associated with the industry of the Employer prescribed in the Award, except as provided in this Document (rates are given per hour for ordinary hours of work).

For wage rates by classification see Appendix A: Wage Rates and for classification structures and level descriptors see Appendix C: Classification Structure and Level Descriptions.

12. Apprentices and Trainees

Statement of Intent

The Employer acknowledges the importance of traineeships and apprenticeships for the future of our industry. The Employer commits to achieve the Traineeship & Apprenticeship targets established for this project and provide suitable training and support to the trainees and apprentices. The Employer has suitable industrial instruments in place to ensure they are remunerated fairly.

Agreed Conditions

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

12.2. For clarification, in addition to the applicable rates of pay, Trainees are entitled to receive full daily travel, redundancy contributions, superannuation, welfare fund contributions and any other entitlements in accordance with this document. Such entitlements shall not be paid at rates applicable to Apprentices. Payments will be made into funds nominated in the definitions of this document.

12.3. 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.

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

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

12.6. 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.

12.7. 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.

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12.8. Where an Apprentice has entered a Competency Based Training document, 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 12.6 and clause 12.7 above.

12.9. 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 endeavour to maintain at least one apprentice to every seven (7) tradespeople;

(c) 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; and

(d) the Employer will use best endeavours to ensure that the subcontractors comply with this clause.

Apprentice Wage Rates (Construction, Electrical and Plumbing Trades)

Level	**% of Base Trade Rate**	**1 July 2023**	**1 July 2024**	**1 July 2025**	**1 July 2026**	**1 July 2027**
Stage 1	55%	$23.44	$24.61	$25.84	$27.14	$28.49
Stage 2	65%	$27.70	$29.09	$30.54	$32.07	$33.67
Stage 3	80%	$34.09	$35.80	$37.59	$39.47	$41.44
Stage 4	90%	$38.35	$40.28	$42.29	$44.40	$46.62

Civil construction traineeships, including water

12.10. An Employee who was employed by an Employer immediately before becoming a trainee with that Employer must not suffer a reduction in their minimum rate of pay because of becoming a trainee.

12.11. An Employee undertaking a traineeship under the *Resources and Infrastructure Industry Training Package* or *National Water Training Package* or their equivalent will receive minimum rates of pay that are comparable to the applicable apprentice wage rates contained in this document.

Employer Contributions and Allowances

13. Superannuation

Agreed Conditions

13.1. The Employer shall pay superannuation in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) as amended from time to time but shall be no less than 9.5% of ordinary time earnings into an eligible fund as defined in this Document.

13.2. The Employer shall pay superannuation in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) as amended from time to time. Superannuation for employees must be paid in accordance with the provisions of this clause. Contributions shall be no less than the amounts prescribed, except where the superannuation guarantee levy contribution rate set by Commonwealth legislation exceeds the rate set out below.

The Employer will contribute on behalf of each Employee the following amount of ordinary time earnings:

Period	***Percentage***
Effective first full pay period 2023	*11%*
Effective first full pay period 2024	*11.5%*
Effective first full pay period 2025	*12%*
Effective first full pay period 2026	*12%*
Effective first full pay period 2027	*12%*

14. Redundancy Contributions

Statement of Intent

The Employer acknowledges that the civil construction industry can result in short term employment due to the project nature of the work. As such, the Employer has frameworks to adequately compensate Employees in the case of redundancy.

Agreed Conditions

14.1. The Employer will 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 (note: a list of relevant funds is included in Appendix E – Standard Definitions) an amount no less than the following:

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Projects $100m - $300m inclusive

(a) $87.00 per Employee effective 1 July 2023

(b) $92.00 per Employee effective 1 July 2024;

(c) $96.00 per Employee effective 1 July 2025;

(d) $101.00 per Employee effective 1 July 2026; and

(e) $106.00 per Employee effective 1 July 2027

Projects over $300m - $890m inclusive

(a) $136.00 per Employee effective 1 July 2023;

(b) $142.00 per Employee effective 1 July 2024;

(c) $149.00 per Employee effective 1 July 2025;

(d) $157.00 per Employee effective 1 July 2026; and

(e) $165.00 per Employee effective 1 July 2027.

14.2. In the case of contributions made to employees who have either a CERT or BERT redundancy account, the Employer must also contribute the amounts prescribed below. In the case of AWU members, payment will be into a fund agreed with the AWU. In the case of CFMEU and CEPU members the payment is to be made to BEWT and in the case of ETU members payment is to be made to JetCo an amount no less than:

(a) $10.00 per Employee effective first pay period January 2022.

14.3. 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%; and

(d) 4th stage – 90%.

14.4. Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave, 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.

14.5. Where the Employee's balance in the Employee's Redundancy fund reaches $15,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund. 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.

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

15. Training Contributions

Statement of Intent

The Employer understands the need to increase capability within the industry and as such will commit to increasing the skills of the employees through training contributions. This will encourage training and employment outcomes within the industry are maximised.

Agreed Conditions

Electrical Trades

15.1. JetCo Inc's purpose is to advance the electrical trades sector through enabling innovative, needs based, leading edge solutions to training, industry leadership development, workplace health and safety, and employee engagement particularly by enabling future orientated skills and competencies development. JetCo Inc's core business objectives are:

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

15.2. The Employer agrees to support JetCo Inc by contributing for each Employee, including casuals, apprentices and trainees, who is paid under the classifications set out in this Document, the weekly amount of $10.00 per week. Contributions will continue to be paid on behalf of an employee during any period of authorised leave.

Projects over $300m - $890m inclusive

The weekly contribution increases to $15.00 per week.

Plumbing Trades

15.3. STQ is a partnership between the CEPU (as the Plumbers Union Qld) and the Services Trades sectors of: plumbing; air conditioning and mechanical services; and fire protection.

15.4. As represented by their respective employer associations: The Master Plumbers Association Queensland; the National Fire Industry Association Queensland; and Air Conditioning and Mechanical Contractors Association Queensland.

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

15.6. STQ's core business objectives are:

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

15.7. The Employer agrees to support STQ by contributing $30.00 weekly for each Employee engaged under a Plumbing, Mechanical Plumbing, Sprinkler Fitting or Pipe Trade classification, including casuals, apprentices and trainees, who is paid in accordance with this document under the classifications set out in this document.

15.8. To avoid all doubt, this amount is paid in addition to all payments set out in this Document.

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

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

16. Income Protection (only applicable to project $300m - $890m inclusive)

16.1. To make up for absence without pay due to incapacitation of the Employee, the Employer will provide income protection insurance for Employees covered by this Document.

16.2. The following funds have been identified as applicable for the purposes of the provision of income protection insurance:

- Building Construction: CIPQ
- Civil Construction: Chifley Services Ltd
- Electrical classifications: Energy Super
- Plumbing and Mechanical Services classifications: WageGuard

16.3. The Employer shall contribute no less than $40.30 per week.

16.4. To remove any doubt, the contribution will not be paid directly to the Employee.

16.5. If the Employer does not contribute to an applicable income protection fund the amount required under clause 1.3 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.

17. Allowances

Statement of Intent

The Employer acknowledges that there are varying conditions within the industry that warrant the payment of additional wages. This may occur in due to travel requirements, use of personal equipment, unpleasant work or working conditions or when using specialised skills. The Employer will compensate employees appropriately for varying conditions. Any allowances will be incorporated into an Enterprise Agreement or an employment contract.

Agreed Conditions

17.1. Fares and Travel Allowance

All employees shall be entitled to receive the fares and travel allowance in accordance with the relevant Award. The travel allowance shall be paid at the rates provided in Appendix B: Allowances.

17.2. Apprentices shall receive the following percentage of the amount:

- 1st Stage – 75%;
- 2nd Stage – 85%;
- 3rd Stage – 90%; and
- 4th Stage – 95%

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17.3. Leading Hand Allowance

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. Leading Hand allowance shall be paid at the rates provided in Appendix B: Allowances.

17.4. 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. Power tools allowance shall be paid at the rates provided in Appendix B: Allowances.

17.5. Tradesperson Allowance

An Employee engaged as a Tradesperson (as defined in the classifications of this Document, who possesses as a minimum qualification a trade certificate will receive an allowance. This allowance will be classified as all-purpose and is inclusive of a tool allowance. The tradesperson allowance shall be paid at the rates provided in Appendix B: Allowances.

17.6. Electrician Licence Allowance

(a) Where an Employee is engaged and is working as an Electrical Tradesperson (as defined in the classifications of this Document), and where the Employee is required to hold an appropriate electrician’s license, the Employee will receive an allowance. The Electrician Licence allowance shall be paid at the rates provided in Appendix B: Allowances.

(b) For the purpose of this allowance, an appropriate Electrician’s License will be a QLD Electrician’s License, or authorised license recognition from the QLD Department of Fair Trading.

17.7. Qualified Technical Person Allowance

(a) Any Electrical Mechanic who holds the qualifications eligible to be granted an Electrical Contractors' Licence, may be named as a QTP to an electrical contracting company.

(b) The QTP who is required to fulfil the role of endorsee to the electrical contracting company and sign the appropriate paperwork, will be paid the weekly all-purpose allowance, detailed in Appendix B: Allowances.

(c) The Employer will support the QTP in meeting their obligations under the Electrical Safety Act. The QTP’s role will include but not be limited to:

- Investigations of any near miss or incident involving electricity.
- Conduct random inspections of tradesman's work and oversee new tradesman work when they begin.
- Be involved with review and implementation of new testing and commissioning procedures and any other procedure that involves electricity.
- Setting up safe systems of work.

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17.8. Statutory Authorities Allowance

Any employee engaged in a plumbing, mechanical plumbing, sprinkler fitting or pipe trade classification, who is required to act on a licence issued by an appropriate state authority, will be paid an additional amount per week, detailed in the table below, for each week of their employment, regardless of whether or not they have in fact acted on such licence(s) during that particular week. 'Acting on one's licence' means signing notices and assuming responsibility to relevant authorities. The Employer will commence paying this allowance as soon as the Employee begins performing work which they are authorised by their license(s) to perform.

17.9. Plumbing, Fire and Pipe Trades Licence Allowance

(a) This allowance applies to employees within the classifications set out in this Document.

(b) An employee who is required to act on their Plumbing, mechanical, gasfitting or Sprinkler Fitters Licence(s) issued by the appropriate state authority will receive an allowance of $1.90 per hour. This licence will be classified as all-purpose.

(c) This allowance shall be paid for each day of employment whether they have in fact acted on the allowance.

17.10. Welding Allowances

Mechanical tradespersons required to perform welding work that is tested shall be paid the allowances detailed in Appendix B. The allowances shall be paid for all purposes.

(a) Welder tested: A person who, because of the requirements of the employer, has met and remains capable of meeting a practical test, e.g. the relevant regulatory requirements for AS 1554SP.

(b) Welder Special Class: A person who has passed the tests required either prior to or after commencing employment, to weld to the satisfaction of the relevant regulatory authority to the requirements of the relevant Certificates 1-9 AS 1796, or welding standards of equivalent or greater testing integrity and who is engaged on work requiring such qualification; or qualified to the relevant regulatory standard and is required to perform pressure vessel welding or pipe welding.

(c) Welder Special Class – Exotic Materials: A person who has passed the tests required by the employer, and remains so qualified, and is engaged on work requiring such qualification in relation to welding either alloy pipework to ASME-B31 standard, or pressure vessels and tanks to the relevant standards, in relation to the following materials:

- Stainless Steel (304, 310, 316 and 904 grade)
- Aluminium
- Chrome Molybdenum
- Nine per cent (9%) Ni Steel
- A333 Grade 6

(d) Testing for the work associated with these allowances may be required prior to employment and during employment, to ensure that qualifications are relevant and up to date.

17.11. Certificate Allowance

An employee who is the holder of a scaffolding certificate or rigging certificate issued by the appropriate certifying authority and is required to act on that certificate whilst engaged on work requiring a certificated person is entitled to a certificate allowance. This allowance is outlined at Appendix B: Allowances.

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17.12. Living Away from Home Allowance

(a) Where an Employee is engaged on distant work, the Employer will supply the provision of reasonable board and lodgings, at no cost to the Employee.

(b) Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.

(c) Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.

(d) Where an Employee is engaged on distant work, the Employer will pay the Employee, in addition to all other entitlements, a daily allowance as provided.

(e) Employees rostered for distant work must be notified in writing by the Employer. The Employer will endeavour to ensure that no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work.

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

i. any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

ii. the Employee's personal circumstances including any family responsibilities;

iii. the needs of the workplace or enterprise;

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

v. any other relevant matter.

(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.

(h) The living away from home allowance (per night) shall be paid at the rates provided for in Appendix B: Allowances.

17.13. 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 1/7/2023 - $4.92
- From 1/7/2024 - $5.17
- From 1/7/2025 - $5.43
- From 1/7/2026 - $5.70
- From 1/7/2027 - $5.99

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

- From 1/7/2023 - $9.47
- From 1/7/2024 - $9.94
- From 1/7/2025 - $10.44
- From 1/7/2026 - $10.96
- From 1/7/2027 - $11.51

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

- From 1/7/2023 - $14.55
- From 1/7/2024 - $15.28
- From 1/7/2025 - $16.04
- From 1/7/2026 - $16.85
- From 1/7/2027 - $17.69

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

- From 1/7/2023 - $19.24
- From 1/7/2024 - $20.20
- From 1/7/2025 - $21.21
- From 1/7/2026 - $22.27
- From 1/7/2027 - $23.38

Types of Leave

18. Annual Leave

Statement of Intent

The Employer will ensure compliance with the Fair Work Act 2009 and National Employment Standards, including provisions relating to annual leave and long service leave. The employer recognises family violence is a societal issue and will ensure they have a policy or procedure relating to the management of domestic or family violence. This will include provisions for paid and unpaid leave.

Agreed Conditions

18.1. A full time Employee is entitled to annual leave at the rate of four (4) weeks at the ordinary wage rate for each year of continuous service as consistent with the FW Act. The period of annual leave shall be exclusive of any public holiday that may occur during that period. Part-time Employees are entitled to a pro rata amount of annual leave in accordance with the National Employment Standards (NES).

Notwithstanding the above, an employee defined as a shift worker for the purposes of the NES will be entitled to an additional week of annual leave as provided for in the NES. A shift worker shall mean an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

18.2. In addition to paid annual leave, the Employee will receive an annual leave loading of 17.5%, calculated at the Employee's ordinary rate of pay, exclusive of allowances.

18.3. Annual leave accrues on a weekly basis and accumulated annual leave hours will be credited to an Employee upon the completion of each one (1) week period of service with the Employer.

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18.4. The Employer may direct an Employee to take accrued leave.

18.5. Unused annual leave carries forward each year.

18.6. It is recommended that Employees provide at least four weeks' notice of their intention to take annual leave and must ensure that their request for leave has been approved prior to the leave being taken. Annual leave must be taken at a time mutually agreed between the parties and in accordance with operational requirements.

18.7. The Employer may direct Employees to take accrued annual leave during the holiday shutdown period. If an employee does not have sufficient accrued leave for the period of the shutdown, then the employee may be required to take leave without pay for the balance of the shutdown period for which leave is not accrued. The shutdown period is generally seven (7) days but the precise number of days will be agreed and communicate to Employees at least one month prior to the shutdown period.

18.8. At the written agreement between the Employer and Employee, annual leave may be taken as a payment in lieu of leave subject to the following;

(a) balance of four (4) weeks leave must be maintained; and

(b) the payment in lieu will be equal to the pay for that period of time as prescribed in subclause 18.9.

18.9. Cashed out annual leave will be paid at the Employee's ordinary rate of pay plus 17.5% annual leave loading, exclusive of allowances.

18.10. Casual Employees do not accrue any annual leave.

19. Long Service Leave

19.1. All Employees covered by this Document 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 Document.

20. Other Leave

20.1. 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.

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

20.3. Personal leave shall accrue as follows:

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(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; and

(c) All unused personal leave is cumulative.

20.4. 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.

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

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

21. Domestic and Family Violence Leave

21.1. For the purposes of this clause, family violence is behaviour by a person towards a family member of that person if that behaviour:

(a) is physically or sexually abusive;

(b) is emotionally or psychologically abusive;

(c) is economically abusive;

(d) is threatening;

(e) is coercive;

(f) 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

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

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

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

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

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

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

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

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

21.3. For the purposes of clauses 21.2(b) and 21.2(e), a relationship may be an intimate personal relationship whether or not it is sexual in nature.

21.4. Confidentiality

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

21.5. Leave

(a) An employee experiencing family violence will have access to 10 days per year of paid family violence leave paid at the Employee's minimum wage rate prescribed for their classification by this Document applicable to their classification to attend legal proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.

(b) Family violence leave is in addition to any other existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.

(c) The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.

(d) In addition, the Employer may require the Employee to produce evidence to support the need for family violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.

(e) For the avoidance of doubt, family violence leave does not cumulate from year to year and is not paid out on termination of employment.

For clarity, unpaid family and domestic violence leave is available in accordance with the Awards.

Ending Employment and Other Matters Relating to Employment

22. Termination of Employment

Statement of Intent

The Employer will have documented policies regarding the termination of employment. The policy will cover employment terminations initiated by both the Employee and the Employer. The policy should cover issues such as notice periods and performance management processes.

Agreed Conditions

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

22.2. Performance/General Misconduct

In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following 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 Document.

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:

- The issues of concern; and
- The standards of improvement required.

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(b) 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.

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:

- The issues of concern;
- The standards of improvement required; and
- That it is a final written warning and that failure to meet the standards of improvement stated therein may lead to dismissal.

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

Step 3 – Dismissal

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.

22.3. 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.

22.4. 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.

22.5. 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.

22.6. 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 will be immediately advised of the initiation of the consultation period and shall remain on the job during the consultation process. If the Employer fails to comply with any of these requirements, the notice period that the Employer must give to the affected Employee shall be increased to four weeks.

23. Time and Wages Records

Statement of Intent

The Employer will ensure sufficient time and wages records are kept and maintained to meet legislative requirements. All time and wages records will be managed in a manner that does not contravene privacy related legislation.

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Agreed Conditions

23.1. 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 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 amount paid at that rate;

(h) the overtime hourly rates and the amounts paid at that rate;

(i) the gross wages paid;

(j) the net wages paid;

(k) details of any deductions made from wages;

(l) details of all accrued entitlements such as RDOs, personal leave, annual leave etc.; and

(m) details of the Employer Superannuation contribution, including when the contribution was made and the amount details of the Employee contribution, including when contribution was made and the amount.

23.2. 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 Superannuation Membership number;

(e) daily details of work including;

- Daily start time and finish time;
- Time lunch and crib breaks taken;
- Total ordinary hours worked and resulting wage;
- Total time and a half hour worked and resulting wage;
- Total double time hours worked and resulting wage;

(f) details of allowances paid;

(g) details and payment for RDOs, Personal and annual leave, public holidays;

(h) details of deductions;

(i) details of additions;

(j) total gross allowances paid per week and year to date;

(k) total gross wages paid per week and year to date;

(l) tax deducted from wages per week and year to date;

(m) net wages per week and year to date;

(n) RDO's, sick and annual leave accrued per week and year to date; and

(o) Superannuation, Income Protection (if applicable) and Redundancy contributions paid per week and year to date.

24. Sham Contracting

Statement of Intent

The Employer has appropriate processes in place to prevent sham contracting arrangements to ensure sham contracting does not occur.

Agreed Conditions

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

24.2. The Employer recognises that the practice of sham contracting is unlawful and undermines the job security of the Employees covered by this Document. The Employer will ensure that sham contracting does not occur and agree that sham contracting is prohibited by this Document. 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.

24.3. 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 Document.

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

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24.5. Where in breach of this clause a sham contract was in place, such that that Contractor was in fact an Employee under this Document, 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 rate; plus

(b) The site allowance (if applicable); plus

(c) The multi-storey allowance (if applicable); plus

(d) Contributions to the nominated Superannuation fund and redundancy contribution fund.

25. Security of Payments

Statement of Intent

The Employer recognises the importance of prompt payments to suppliers and is compliant with legislation relating to security of payments.

Agreed Conditions

25.1. 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.

25.2. The Employer acknowledges its obligations under the relevant legislation.

25.3. 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.

25.4. The Employer will:

(a) comply with all applicable laws and other requirements relating to the security of payments that are due to subcontractors;

(b) ensure that payments which are due and payable are made in accordance with applicable legislative requirements and are not unreasonably withheld;

(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.

25.5. The Employer will keep records demonstrating its compliance with clause 25.4 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 25.4 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) or the FW Act.

26. Salary Sacrifice Arrangements

Statement of Intent

The Employer offers competitive benefits to Employees including the ability to salary sacrifice.

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Agreed Conditions

26.1. Employees covered by this Document 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 Document.

27. Engagement of Non-Citizens or Non-Residents

Statement of Intent

The Employer is committed to providing employment opportunities to locals within the region, Queenslanders and Australians. As such, the Employer will avoid employing non-citizens and non-residents of Australia.

Agreed Conditions

27.1. In this clause the term temporary engagement of non-citizens or non-residents 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.

27.2. The Employer recognises that the engagement of temporary non-citizens or non-residents may undermine the job security of the Employees covered by this Document. The parties wish to limit the circumstances in which noncitizens or non-residents can be engaged so as to ensure the job security of the Employees covered by this Document.

27.3. The Employer will not engage temporary non-citizens or non-residents 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 non-citizens or non-residents will be engaged in accordance with this Document.

27.4. The Employer will, within 7 days of receiving a written request from an Employee provide evidence demonstrating its compliance with this clause 27 of this Document. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988 (Cth)* or the FW Act.

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Where an employer engages temporary non-citizens or non-residents 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.

28. Compliance with this Document

Statement of Intent

The Employer will ensure that they comply with commitments made in relation to this document through the contractual negotiation process. The Employer has document procedures that outlines a process an employee must follow if they have a grievance relating to their industrial instrument.

Agreed Conditions

28.1. Complaints, queries and concerns regarding entitlements paid in relation to the Award or this Document shall be raised and resolved in accordance with the disputes procedure in this Document. 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.

28.2. In addition to above, the Parties recognise their ongoing legal requirement to be compliant with Australian laws and regulations.

28.3. The Employer will conduct an audit using the Audit Form 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:

- *The Fair Work Act 2009*;
- QLD Workers Compensation;
- Superannuation; and
- Long Service Leave.

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

29. Positing of Documents and Notices

Statement of Intent

The Employer makes available a copy of the relevant industrial instrument to all Employees.

Agreed Condition

29.1. A true copy of this Document 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.

30. Severability

Statement of Intent

The Employer's industrial agreement has a severability clause that ensures if any part of the agreement is considered a non-permitted matter, the remaining content of the agreement is enforceable.

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Agreed Condition

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

Safe Workplace Standards

Hot Weather Guidelines, Toolbox Meetings, Quality Building Materials

Statement of Intent

- The parties will comply with all the obligations arising under the prevailing and relevant Acts, Regulations, Code of Practice, Australian Standards and the Employer's policies and procedures.
- The Employer has a legal obligation to exercise due diligence to ensure that the business complies with all workplace health and safety laws and regulations. This includes making sure that the business has and uses appropriate resources and processes to eliminate or minimise the risks of working with silica and silica containing products and other airborne toxic substances.
- No Employee will be required to work in any unsafe area or situation.
- An employee or employees may cease, or refuse to carry out, work if they have a reasonable concern that to carry out the work would expose them to a serious risk to their health or safety, emanating from an immediate or imminent exposure to a hazard.
- All workplace participants are required to contribute positively to Project safety.
- The Employer is committed to ensuring that WHS issues are managed and approached in a genuine way.

1. Hot Weather Guidelines

Agreed Conditions

1.1 Under this Document 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 South East Queensland it shall constitute inclement weather (Extreme Hot Weather).

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

1.2. 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 1.6 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.

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

(a) rescheduling work so the hot tasks are performed during the cooler part of the day;

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

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

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

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

(f) increasing air movement by fans or coolers;

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

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

1.4. 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 1.8 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 1.5 below.

1.5. 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.

1.6. 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 to implement these guidelines.

2. Toolbox Meetings

2.1. 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, Document 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.

3. Quality Building Materials

3.1. 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.

3.2. 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.

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3.3. 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*.

3.4. 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 3.3 above.

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

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Rehabilitation, counselling and Employee Assistance Programs. Support is strictly non- punitive and can be accessed at any time (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;

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(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). Ongoing promotion of this policy.

6.4. 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.

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;

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

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

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

viii. Harm related to drug and alcohol use;

ix. Understanding what a standard drink is and how long 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;

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(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

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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. 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:

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	Testing of 20 workers

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Workers	Criteria	Action
	consecutive testing rounds at the same workplace	

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.

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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:

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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).

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

vi. 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

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(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

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(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 phenomenon occurs, which is:

- the direct observation of the employee of use of, and/or the physical behavioural symptoms of being impaired by, alcohol; and/or
- Unusual and/or inexplicable actions by the employee; or
- There is evidence that the employee is involved in the use or possession of alcohol and/or other drugs while working; or
- 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

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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.

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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.

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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

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.

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Procedure for Dealing with Safety Issues or Incidents

1. Procedure

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

1.1. 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.

1.2. 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"

1.3. 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.

1.4. 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

1.5. 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.

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

i. the degree and imminent risk to the Employees or other persons affected by the issue;

ii. the number and location of Employees and other persons affected by the issue;

iii. the measures both temporary and permanent that must be implemented to resolve the issue;

iv. who will be responsible for implementing the resolution measures;

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v. whether the hazard or risk can be isolated; and

vi. the time that may elapse before the hazard or risk is permanently corrected.

1.7. 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 document 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.

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

1.9. 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 and safety of a 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 1.7 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.

2. Personal Protective Equipment (PPE)

The Employer will provide Personal Protective Equipment (PPE) necessary to perform tasks safely to all employees.

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 $125.00 upon presenting a receipt of purchase);

(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

2.2. 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.

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2.3. 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.

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

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

3. Training and Related Matters

3.1. 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 document.

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

3.3. 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.

3.4. 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.

3.5. HSR Training

Any Employees elected as a workplace HSR (Health and Safety Representative) 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.

3.6. 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 is required to provide to the funding entity in accordance with Clause 24(2) of the Code.

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

4. Health and Safety Representatives

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

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.

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

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4.1. 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.

4.2. 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.

4.3. 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.

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

4.5. 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.

5. Health and Safety Representative Meetings

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

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

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Working with Union Standards

Union Representatives and Delegates, Facilities and Training Leave

1. Union Representatives and Delegates

Statement of Intent

The Employer respects the role unions play in workplaces. Where the Employer has union delegates, they will acknowledge and respect their role in the workplace.

Agreed Conditions

1.1. Where an Employee has been elected as a Union Delegate, 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 to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;

(c) the right to place information related to permitted matters in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws;

(d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;

(e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace;

(f) the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts;

(g) the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts;

(h) the right for reasonable time off to attend accredited union education;

(i) the right to take reasonable leave to work with the Union; and

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

2. Union Delegate Facilities

2.1. 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 his/her functions in a professional and timely manner. The facilities shall include:

(a) a telephone;

(b) reimbursement for an iPad equipped with mobile Internet access;

(c) a table and chairs;

(d) a filing cabinet;

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(e) air-conditioning/heating;

(f) access to stationery and other administrative facilities (if available on site) use of e-mail, following consultation between the Union Delegate and Site Management; and

(g) a private lockable area.

3. Union Training Leave

3.1. 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.

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

3.3. 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.

3.4. 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.

3.5. 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 grant leave when an eligible Union Delegate is otherwise entitled.

3.6. 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 classification rate including, shift work loadings where relevant.

3.7. 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.

3.8. 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.

3.9. 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.

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

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Appendices

Appendix A: Wage Rates

Construction Worker/Labourer Wage Rates

Projects $100m - $300m inclusive

Classification	1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
CW1 (85%)	$36.22	$38.04	$39.94	$41.94	$44.03
CW2 (90%)	$38.36	$40.28	$42.29	$44.40	$46.62
CW3 (92%)	$39.21	$41.17	$43.23	$45.39	$47.66
CW4 (96%)	$40.91	$42.96	$45.11	$47.36	$49.73
CW5 (100%)	$42.62	$44.75	$46.99	$49.34	$51.80
CW6 (105%)	$44.64	$46.99	$49.34	$51.80	$54.40
CW7 (110%)	$46.88	$49.23	$51.69	$54.27	$56.99
CW8 (115%)	$49.01	$51.46	$54.04	$56.74	$59.58

Projects $300m - $890m inclusive

Classification	1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
CW1 (85%)	$40.83	$42.88	$45.02	$47.27	$49.63
CW2 (90%)	$43.24	$45.40	$47.67	$50.05	$52.55
CW3 (92%)	$44.20	$46.41	$48.73	$51.16	$53.72
CW4 (96%)	$46.12	$48.42	$50.85	$53.39	$56.06
CW5 (100%)	$48.04	$50.44	$52.96	$55.61	$58.39
CW6 (105%)	$50.44	$52.96	$55.61	$58.39	$61.31
CW7 (110%)	$52.84	$55.49	$58.26	$61.17	$64.23
CW8 (115%)	$55.25	$58.01	$60.91	$63.95	$67.15

Electrical Worker Wage Rates

Projects $100m - $300m inclusive

Classification	1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
Grade 2 (90%)	$38.29	$40.28	$42.29	$44.40	$46.62

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Classification	1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
Grade 3 (93%)	$39.68	$41.62	$43.70	$45.88	$48.18
Grade 4 (96%)	$41.12	$42.96	$45.11	$47.36	$49.73
Grade 5 (100%)	$42.62	$44.75	$46.99	$49.34	$51.80
Grade 6 (105%)	$44.75	$46.99	$49.34	$51.80	$54.40
Grade 7 (110%)	$46.98	$49.23	$51.69	$54.27	$56.99
Grade 8 (115%)	$49.33	$51.46	$54.04	$56.74	$59.58

Projects $300m - $890m inclusive

Classification	1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
Grade 2 (90%)	$43.24	$45.40	$47.67	$50.05	$52.55
Grade 3 (93%)	$44.68	$46.91	$49.26	$51.72	$54.31
Grade 4 (96%)	$46.12	$48.42	$50.85	$53.39	$56.06
Grade 5 (100%)	$48.04	$50.44	$52.96	$55.61	$58.39
Grade 6 (105%)	$50.44	$52.96	$55.61	$58.39	$61.31
Grade 7 (110%)	$52.84	$55.49	$58.26	$61.17	$64.23
Grade 8 (115%)	$55.25	$58.01	$60.91	$63.95	$67.15

Mechanical Worker Wage Rates

Projects $100m - $300m inclusive

Classification	1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
MW1 (85%)	$36.22	$38.04	$39.94	$41.94	$44.03
MW2 (90%)	$38.36	$40.28	$42.29	$44.40	$46.62
MW3 (100%)	$42.62	$44.75	$46.99	$49.34	$51.80
MW4 (105%)	$44.64	$46.99	$49.34	$51.80	$54.40
MW5 (110%)	$46.88	$49.23	$51.69	$54.27	$56.99
MW6 (115%)	$49.01	$51.46	$54.04	$56.74	$59.58

Projects $300m - $890m inclusive

Classification	1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
MW1 (85%)	$40.83	$42.88	$45.02	$47.27	$49.63
MW2 (90%)	$43.24	$45.40	$47.67	$50.05	$52.55
MW3 (100%)	$48.04	$50.44	$52.96	$55.61	$58.39
MW4 (105%)	$50.44	$52.96	$55.61	$58.39	$61.31
MW5 (110%)	$52.84	$55.49	$58.26	$61.17	$64.23
MW6 (115%)	$55.25	$58.01	$60.91	$63.95	$67.15

Plumbing and Mechanical Services Wage Rates

Projects $100m - $300m inclusive

Classification	1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
Plumbing and Mechanical Services Sheet Metal Worker Level 1(a) (55%)	$23.44	$24.61	$25.84	$27.14	$28.49
Plumbing and Mechanical Services Sheet Metal Worker Level 1(b) (75%)	$31.96	$33.56	$35.24	$37.00	$38.85
Plumbing and Mechanical Services Worker Level 3 (100%)	$42.62	$44.75	$46.99	$49.34	$51.80
Plumbing and Mechanical Services Tradesperson Level 1 (100%)	$42.62	$44.75	$46.99	$49.34	$51.80
Plumbing and Mechanical Services Tradesperson Level 2 (105.2%)	$44.75	$47.08	$49.43	$51.90	$54.50
Plumbing and Mechanical Services – Special Class Level 1 (110%)	$46.88	$49.23	$51.69	$54.27	$56.99
Plumbing and Mechanical Services –	$49.01	$51.46	$54.04	$56.74	$59.58

Classification	1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
Special Class Level 2 (115%)					
Advanced Plumbing and Mechanical Services Tradesperson Level 1 (120%)	$51.14	$53.70	$56.39	$59.21	$62.17
Advanced Plumbing and Mechanical Services Tradesperson Level 2 (125%)	$53.27	$55.94	$58.74	$61.67	$64.76

Projects $300m - $890m inclusive

Classification	1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
Plumbing and Mechanical Services Sheet Metal Worker Level 1(a) (55%)	$ 26.42	$ 27.74	$ 29.13	$ 30.59	$ 32.12
Plumbing and Mechanical Services Sheet Metal Worker Level 1(b) (75%)	$36.03	$37.83	$39.72	$41.71	$43.79
Plumbing and Mechanical Services Worker Level 3 (100%)	$48.04	$50.44	$52.96	$55.61	$58.39
Plumbing and Mechanical Services Tradesperson Level 1 (100%)	$48.04	$50.44	$52.96	$55.61	$58.39
Plumbing and Mechanical Services Tradesperson Level 2 (105.2%)	$50.54	$53.06	$55.72	$58.50	$61.43
Plumbing and Mechanical Services – Special Class Level 1 (110%)	$52.84	$55.49	$58.26	$61.17	$64.23
Plumbing and Mechanical Services – Special Class Level 2 (115%)	$55.25	$58.01	$60.91	$63.95	$67.15
Advanced Plumbing and Mechanical	$57.65	$60.53	$63.56	$66.73	$70.07

Classification	1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
Services Tradesperson Level 1 (120%)					
Advanced Plumbing and Mechanical Services Tradesperson Level 2 (125%)	$60.05	$63.05	$66.21	$69.52	$72.99

Fire Sprinkler Wage Rates

Projects $100m - $300m inclusive

Classification	1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
Sprinkler Fitter Assistant (86.29%)	$36.82	$38.66	$40.59	$42.62	$44.75
Sprinkler Fitting Tradesperson Level 2 (105%)	$44.75	$46.99	$49.34	$51.80	$54.39
Sprinkler Fitting Tradesperson – Special Class Level 1 (110%)	$46.88	$49.22	$51.69	$54.27	$56.98
Sprinkler Fitting Tradesperson – Special Class Level 2 (115%)	$49.01	$51.46	$54.03	$56.74	$59.57
Advanced Sprinkler Fitting Tradesperson – Level 1 (120%)	$51.14	$53.70	$56.38	$59.20	$62.16
Advanced Sprinkler Fitting Tradesperson – Level 2 (125%)	$53.27	$55.93	$58.73	$61.67	$64.75

Projects $300m - $890m inclusive

Classification	1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
Sprinkler Fitter Assistant (86.29%)	$41.45	$43.52	$45.70	$47.98	$50.38
Sprinkler Fitting Tradesperson Level 2 (105%)	$50.44	$52.96	$55.61	$58.39	$61.31

Classification	1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
Sprinkler Fitting Tradesperson – Special Class Level 1 (110%)	$52.84	$55.48	$58.26	$61.17	$64.23
Sprinkler Fitting Tradesperson – Special Class Level 2 (115%)	$55.25	$58.01	$60.91	$63.96	$67.16
Advanced Sprinkler Fitting Tradesperson – Level 1 (120%)	$57.65	$60.53	$63.56	$66.74	$70.07
Advanced Sprinkler Fitting Tradesperson – Level 2 (125%)	$60.05	$63.05	$66.21	$69.52	$72.99

Roofing Wage Rates

Projects $100m - $300m inclusive

Classification	1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
Roof Plumber (1st 12 months of employment only) (75%)	$31.96	$33.56	$35.24	$37.00	$38.85
Roof Plumber (80% competent to trade level) (80%)	$34.09	$35.80	$37.59	$39.47	$41.44
Roof Plumber (fully competent to trade level) (100%)	$42.62	$44.75	$46.99	$49.34	$51.80
Roof Plumber (possessing relevant Certificate III trade qual) (105.2%)	$44.75	$47.08	$49.43	$51.90	$54.50

Projects $300m - $890m inclusive

Classification	1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
Roof Plumber (1st 12 months of employment only) (75%)	$36.03	$37.83	$39.72	$41.71	$43.79

Classification	**1 July 2023**	**1 July 2024**	**1 July 2025**	**1 July 2026**	**1 July 2027**
Roof Plumber (80% competent to trade level) (80%)	$38.43	$40.35	$42.37	$44.49	$46.71
Roof Plumber (fully competent to trade level) (100%)	$48.04	$50.44	$52.96	$55.61	$58.39
Roof Plumber (possessing relevant Certificate III trade qual) (105.2%)	$50.54	$53.06	$55.72	$58.50	$61.43

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Appendix B: Allowances

Table of Allowances

Projects $100m - $300m inclusive

Allowance	1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
Daily Fares and Travelling Allowance	$38.25	$40.16	$42.17	$44.28	$46.49
Travelling outside radial areas (per Km)	$0.87	$0.91	$0.96	$1.01	$1.06
Living Away from Home Allowance (per day)	$84.80	$89.04	$93.49	$98.17	$103.07
Leading Hand Allowance (hour)					
In charge of not more than 1 person	$0.82	$0.86	$0.90	$0.95	$1.00
In charge of 2-5 persons	$1.80	$1.89	$1.98	$2.08	$2.19
In charge of 6-10 persons	$2.29	$2.40	$2.52	$2.65	$2.78
In charge of 11 plus persons	$3.06	$3.21	$3.37	$3.54	$3.72
First Aid Allowance					
Senior First Aid	$4.53	$4.76	$4.99	$5.24	$5.51
Occupational First Aid	$7.16	$7.52	$7.89	$8.29	$8.70
Meal Allowance	$23.34	$24.51	$25.73	$27.02	$28.37
Tradesperson Allowance (hour)	$3.28	$3.28	$3.28	$3.28	$3.28
Electricians License (hour)	$1.90	$1.90	$1.90	$1.90	$1.90
Certificate allowance (hour)	$0.99	$0.99	$0.99	$0.99	$0.99
JETCO (week)	$10.00	$10.00	$10.00	$10.00	$10.00
Power Tools	$1.08	$1.13	$1.19	$1.25	$1.31
Plumbing, Fire and Pipe Trade Licence Allowance (hour)	$1.90	$1.90	$1.90	$1.90	$1.90

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Allowance	1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
Statutory Authorities (week)	$49.08	$49.08	$49.08	$49.08	$49.08
STQ (week)	$30.00	$30.00	$30.00	$30.00	$30.00

Projects $300m - $890m inclusive

Allowance	1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
Daily Fares and Travelling Allowance	$42.43	$44.55	$46.78	$49.12	$51.57
Travelling outside radial areas (per Km)	$0.87	$0.91	$0.96	$1.01	$1.06
Living Away from Home Allowance (per day)	$84.80	$89.04	$93.49	$98.17	$103.07
Leading Hand Allowance (hour)					
In charge of not more than 1 person	$0.82	$0.86	$0.90	$0.95	$1.00
In charge of 2-5 persons	$1.80	$1.89	$1.98	$2.08	$2.19
In charge of 6-10 persons	$2.29	$2.40	$2.52	$2.65	$2.78
In charge of 11 plus persons	$3.06	$3.21	$3.37	$3.54	$3.72
First Aid Allowance					
Senior First Aid	$4.53	$4.76	$4.99	$5.24	$5.51
Occupational First Aid	$7.16	$7.52	$7.89	$8.29	$8.70
Meal Allowance	$23.34	$24.51	$25.73	$27.02	$28.37
Tradesperson Allowance (hour)		This is included in the respective wage rates.			
Electricians License (hour)	$1.90	$1.90	$1.90	$1.90	$1.90
Certificate allowance (hour)	$0.99	$0.99	$0.99	$0.99	$0.99
JETCO (week)	$10.00	$10.00	$10.00	$10.00	$10.00

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Allowance	1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
Power Tools	$1.08	$1.13	$1.19	$1.25	$1.31
Plumbing, Fire and Pipe Trade Licence Allowance (hour)	$1.90	$1.90	$1.90	$1.90	$1.90
Statutory Authorities (week)	$49.08	$49.08	$49.08	$49.08	$49.08
STQ (week)	$30.00	$30.00	$30.00	$30.00	$30.00

Site Allowance (Projects $300m - $890m inclusive)

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

Value of Project	Applicable Allowance
$300m-$400m	$5.00
$400m-$500m	$5.50
$500m-$600m	$6.00
$600m-$890m	$7.00

Lift Industry Allowances					
All-purpose Leading Hand Allowance (hour)					
Less than 5 employees	$2.68	$2.81	$2.95	$3.10	$3.26
More than 6 – less than 10	$3.33	$3.50	$3.67	$3.85	$4.05
More than 10	$4.01	$4.21	$4.42	$4.64	$4.87
Electrical Employees Allowance					
Qualified Technical Person Allowance	$286.84	$301.18	$316.24	$332.05	$348.66
Mechanical Employees Allowances (hour)					
Welder - tested	$1.57	$1.65	$1.73	$1.82	$1.91
Welder - Special Class	$2.71	$2.85	$2.99	$3.14	$3.29
Welder – Special class Exotic materials	$4.75	$4.99	$5.24	$5.50	$5.77

Health and Safety Representative

Where an employee is elected by Employees of the Employer as a HSR, and agrees to undertake the required training to fulfil the role, the Employee will be classified as the higher of CW4/EW4 (as the context requires), or the Employee's usual classification. In addition, an HSR is entitled to an all-purpose hourly allowance of:

1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
$2.74	$2.88	$3.02	$3.17	$3.33

Union Delegate

Where an employee is elected by Employees of the Employer as a Union Delegate, and the Union notifies the Employer of this election, the Employee will be classified as the higher of CW4/EW4 (as the context requires), or the Employees usual classification. In addition, a Union Delegate is entitled to an all-purpose hourly allowance of:

1 July 2023	1 July 2024	1 July 2025	1 July 2026	1 July 2027
$2.74	$2.88	$3.02	$3.17	$3.33

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

Appendix C: Classification Structure and Level Descriptions

Construction Worker/Labourer Classifications

The Civil Worker (CW) classifications will apply to Employee(s) performing work of the nature of Civil Construction who are engaged in the classifications set out below and are employed to perform the works set out in this Document.

Determination of Classification for individual Employees:

The appropriate classification level will be determined by the primary role in which a person is engaged to perform by the Employer, regardless of that person's level of skill.

i. This means that the appropriate classification level for an individual will be determined on a task rather than skill basis.

ii. Individual classification levels will only change where the primary task for which the individual is engaged changes.

Classification	Definition
CW1	New Entrant (an entry level with less than 12 months experience) General Labourer Stores Assistant
CW2	Skilled General Labourer Earthworks Trim Grade Checker Heavy Plant Spotter Concrete Gang Concrete Float Hand Paving Stringliner Store-person Yardman Chainman
CW3	Elevated Work Platform Operator with Ticket Hoist Driver Concrete Finisher Form Worker Road Roller Operator under 12T Heavy Mobile Plant Operator (0-5T) Ticketed Dogman Steel fixer Ticketed Forklift Driver Ticketed Rigger/Scaffolder Telehandler (Up to 4.5T) Hiab Operator Shotcreter Shotcrete Crew Painter
CW4	Concrete Line Pump Operator Road Roller Operator 12T and over Concrete Finisher Concrete Paving Spreader Non-certified Tradesperson WHSO

Classification	Definition
CW5	Trade Qualified Tradesperson Crane Operator (5-20T) Operators of: Tractor up to but not exceeding 48kw (65bhp), Skid Steer Excavator up to but not exceeding 48kw (65bhp), Dumper/Water Cart not exceeding 40T, Mobile Concrete Pump Boom, Forklift not exceeding 48kw, Shotcrete Placing Machine, Paver Gantry Crane Operator
CW6	Heavy Mobile Plant Operator (>20T-60T) Operators of: Tractor 48kw up to but not exceeding 370kw, Loader-Front End and Overhead from 48kw up to but not exceeding 370kw including:960, 966, 980, Dry Batch Plant, Pug Mill, Skid Steer Tractor from 48kw, Forklift from 48kw but not exceeding 220kw, Excavator not exceeding 3cubic metres, Dumper/Water Cart over 40T but not exceeding 100T, Dozer D8 without GPS, Compactor 825 without GPS, Graders 140,143,14,16 without GPS
CW7	Heavy Mobile Plant Operator (>60-100T) Operators of: CW7 Tractor from 370kw up to but not exceeding 450kw including Scraper 651/ Dozer DION, Trimmer, Excavator from 3 cubic metres, Loader-Front End and Overhead from 370kw up to but not exceeding 450kw, Wet batch Plant, Scraper 651, Compactor 825 with GPS, Graders 140,143,14,16 with GPS, Dozer D8 with GPS Tower Crane Operator
CW8	Heavy Mobile Plant Operator (>100T) Operators of: Tractor from 450kw including Dozer D11, D10-48kw, 475, Grader with Final Trim, Scraper 637

Electrical Worker Classifications

Classification	Definition
Grade 2	An Electrical Worker Grade 2 is an employee who is engaged in assisting a tradesperson, provided that such assistance shall not include the work of a tradesperson and; (a) Without limiting the scope of the work, an employee may perform unskilled tasks as directed to the level of their training; (b) is an employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.
Grade 3	An Electrical Worker Grade 3 is an employee who works under direction, may be required to perform the work of an Electrical Worker Grade 2 and; (a) without limiting the scope of the work, the employee may perform the work described below to the level of their training: (i) is engaged in store work; or (ii) is qualified and required to drive or operate the employer's machinery, plant or equipment incidental to their primary task or functions, including truck attendants; or (iii) inspects and tests fire alarm or security alarm equipment; or (iv) under the supervision of a tradesperson or electronics serviceperson; (1) installs radio, communications and related equipment including antenna; or (2) installs fire alarm or security alarm equipment; or (3) installs data and communication cabling. (b) provided that this person shall not undertake tasks requiring the skills of a tradesperson.
Grade 4	(1) An Electrical Worker Grade 4 is an employee who: (a) has worked for not less than one year in the industry, or holds the equivalent experience, and, without limiting the scope of the work, and to the level of their training, is an employee who: (i) performs scaffolding or rigging that is incidental to their primary task or functions (assisting a licensed electrical worker to perform electrical work); or (ii) is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or (iii) has worked for not less than one year as an Electrical Worker Grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson: (1) installs radio, communications and related equipment including antenna; or (2) installs fire alarm or security alarm equipment; or (3) installs, terminates and tests data, and communication cabling (iv) Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical Worker and works without assistance and supervision. (c) Provided that this person shall not undertake tasks requiring the skills of a tradesperson. (2) Included in this grade is the work of: (a) Purchasing Clerk/Storeperson; (b) Electronic Equipment Tester/Installer Level 2; and (c) Alarm security tester grade 2.

Classification	Definition
Grade 5	(1) An Electrical Worker Grade 5 is employed to use the skills acquired through the training specified below and is an employee who; (a) who holds a trade certificate or tradesperson's rights certificate in an electrical trade; or (b) has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or (c) has successfully completed an appropriate instrumentation trade course; or (d) holds an appropriate electrical/refrigeration/air conditioning trade certificate; or (e) has successfully completed an appropriate trade course in linework or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge. (2) Included in this grade is the work of: (a) Electrical Fitter; (b) Electrical Fitter (Instrumentation and Process Control); (c) Electrical Mechanic; (d) Alarm Security Technician Grade 1; (e) Alarm Security Tester Grade 3; (f) Television/radio/electronic Serviceperson/mechanic Level 1; (g) Instrument Tradesperson Level 1; (h) Refrigeration/Air-Conditioning Tradesperson Level 1; and (i) Linesperson/Cable Jointer Level 1.
Grade 6	(1) An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition (a) has successfully completed (i) 33% of the qualification specified for Grade 7; or (ii) equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the Document; or (b) has acquired equivalent standard of skills as defined above as agreed between the parties to the Award through other means including a minimum of one years' experience as an Electrical Worker Grade 5. (c) is employed to use the skills acquired through the training or experience specified. (2) Included in this grade is the work of: (a) Electrical Tradesperson Level 2; (b) Television/Radio/Electronic Serviceperson Level 2; (c) Instrument Tradesperson Level 2; (d) Refrigeration/Air-Conditioning Tradesperson Level 2; (e) Linesperson/Cable Jointer Level 2; and (f) Alarm/Security Technician Grade 2
Grade 7	(1) An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who: (a) has successfully completed a Post Trade Certificate or has acquired the same standard of skills through other means including a minimum of 2 years' experience in the industry, (b) is employed to use the skills acquired through the training and/or experience specified. (2) Included in this grade is the work of: (a) Alarm/Security Technician Grade 3; (b) Communications Tradesperson - Special Class; (c) Electrical Linesperson - Live Line; (d) Electrician Special Class; (e) Electronic Serviceperson Grade 3;

Classification	Definition
	(f) Instrument Tradesperson - Complex Systems; (g) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 3; and (h) Television/Radio/Electronic Serviceperson Grade 3.
Grade 8	(1) An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who: (a) has successfully completed a Post Trade Certificate or "X%" of an Advanced Certificate or its equivalent and in addition has not less than 2 years' experience as an Electrical Worker Grade 7; and (b) is employed to use the skills acquired through the training and/or experience specified. (2) Included in this grade is the work of: (a) Electronic Tradesperson; (b) Instrumentation and Controls Tradesperson; (c) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 4; and (d) Installation Inspector.
Grade 9	(1) An Electrical Worker Grade 9 is an Electrical Worker Grade 5 who: (a) has successfully completed an appropriate Advanced Certificate or its formal equivalent; and (b) is employed to use the skills acquired through the training and/or experience specified. (2) Included in this grade is the work of: (a) Alarm/Security Technician Grade 4; (b) Electronic Serviceperson Grade 4; (c) Television/Radio/Electronic Serviceperson Grade 4; and (d) Refrigeration/Air-Conditioning Tradesperson Level 4.
Grade 10	(1) An Electrical Worker Grade 10 is an Electrical Worker Grade 5 who: (a) has successfully completed an appropriate Associate Diploma or its formal equivalent; and (b) is employed to use the skills acquired through the training and/or experience specified. (2) Included in this grade is the work of: (a) Electronic Tradesperson Level 5; (b) Television/Radio/Electronics Serviceperson Grade 4; (c) Electronic Serviceperson Level 5;

Classification	Definition
	(d) Instrument Tradesperson Level 5; and (d) Refrigeration/Air-Conditioning Tradesperson Level 5.

Mechanical Worker Classifications

Classification	Definition
MW1	Basic Mechanical Trades Assistant Storeperson Lagger Truck Driver (MR, HR)
MW2	Experienced Mechanical Trades Assistant Mechanical Trades Assistant-Truck Driver (MR, HR) Mechanical Trades assistant + Rigger (basic) Dogger
MW3	Mechanical Fitter Hydraulic Fitter Boilermaker Pipe Fitter Machinist Sheet Metal Worker
MW4	Sheet Metal Worker + Marker/setter out Boilermaker + Marker/setter out Boilermaker + Welder (non-certified) Mechanical Fitter - Hydraulic Mechanical Fitter - Pneumatic Mechanical Fitter – Machinist
MW5	Boilermaker + Welder (tested 1554 SP) Boilermaker - Pressure Pipe/vessels Mechanical Fitter - Pneumatic - Hydraulic Mechanical Fitter - Pressure Pipework
MW6	Boilermaker – Quality Checker Boilermaker + Pipe Fitter + Welder (AS 1796) Boilermaker + Marker/setter out + Welder Mechanical Fitter - Systems experience Boilermaker Welder - Tested to AS 1554SP or AS1796 or ASME IX

Fire Sprinkler Services Classifications

Classification	Definition
Sprinkler Fitting Trades Assistant	Work performed by a Trades Assistant is limited to work of an 'unskilled nature'. Work of an unskilled nature means: • Organising tools; • Painting pipe; • Carrying pipe around the work site; • Laying pipe out; • Assisting in measuring up; • Concreting around pipes; • Installing penetration seals; • Assisting in fire rating; • Cleaning up; • Carrying out other labouring tasks (e.g. Digging holes, loading and unloading material and equipment); and • Picking up and delivering material and equipment to site.
Sprinkler Fitting Tradesperson Level 2	A Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who: has successfully completed three appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience, subject to having successfully completed a skills test equivalent to the structured training requirements for this level. A Sprinkler Fitting Tradesperson Level 2 works above and beyond a Sprinkler Fitting Tradesperson Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • works under general supervision either individually or in a team environment; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a work team; • exercises discretion within their level of training; • has knowledge of occupational, health and safety requirements subject to the level of their training; and • reads, interprets and applies information from plans.
Sprinkler Fitting Tradesperson – Special Class Level 1	A Sprinkler Fitting Tradesperson - Special Class Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed six appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. A Sprinkler Fitting Tradesperson - Special Class Level 1 works above and beyond a Sprinkler Fitting Tradesperson Level 2 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a team; • exercises discretion within the scope of this grade;

Classification	Definition
	• works under limited supervision, either individually or in a team environment; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular task: • exercises precision trade skills using various materials and/ or specialized techniques; • schedules and plan work activity; • writes brief reports on work activity; • has knowledge of the Australian Standards applying to their sphere of work; • recognises hazards associated with tasks in their field of work; and • exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.
Sprinkler Fitting Tradesperson – Special Class Level 2	A Sprinkler Fitting Tradesperson - Special Class Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed nine appropriate modules in addition to the requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. A Sprinkler Fitting Tradesperson - Special Class Level 2 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • provides trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works under limited supervision either individually or in a team environment; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular task: • exercises high Precision Trade Skills using various materials and/ or specialised techniques. and • exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.
Advanced Sprinkler Fitting Tradesperson Level 1	An Advanced Sprinkler Fitting Tradesperson Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed ten and half appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

Classification	Definition
	An Advanced Sprinkler Fitting Tradesperson Level 1 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 2 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • exercises discretion within their level of training; • is able to provide trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works under limited supervision either individually or in a team environment; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular task: • exercises high Precision Trade Skills using various materials and/ or specialised techniques; and • exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, CO2 systems, deluge systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.
Advanced Sprinkler Fitting Tradesperson Level 2	An Advanced Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed 12 appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. An Advanced Sprinkler Fitting Tradesperson Level 2 works above and beyond an Advanced Sprinkler Fitting Tradesperson Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • undertake quality control and work organisation at a level higher than for Advanced Sprinkler Fitting Tradesperson Level 1. • provide trade guidance and assistance as part of a work team. • assist in the provision of training to Employees in conjunction with supervisors/ trainers. • perform maintenance planning and predictive maintenance work within their field of work. • prepare reports of a technical nature on specific tasks or assignments as directed; and • exercise broad discretion within the scope of this level. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade Training to enable the Employee to perform the particular task: • use information from plans to identify, diagnose and solve problems related to their sphere of work; • be able to identify any deviations from plans and sketches; • schedule and plan work for a team and provide brief reports on the progress and quality of the work;

Classification	Definition
	• exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, CO2 systems, deluge systems, pumps and pump control systems, hydrant systems, hose reels, combined systems or explosive suppressive systems; and exercising diagnostic skill in respect to various systems in fire protection

Plumbing and Mechanical Services Classifications

Classification Definition

Classification	Definition
Plumbing and Mechanical Services Sheet Metal Worker Level 1(a)	New entrant under the age of 21
Plumbing and Mechanical Services Sheet Metal Worker Level 1(b)	New entrant over the age of 21
Plumbing and Mechanical Services Worker Level 3	A Plumbing and Mechanical Services Worker Level 3 is an employee who: • has successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Level 2 consisting of formal structured training agreed to between the parties to this document: or • has obtained equivalent skills gained through work experience subject to competency testing to the prescribed standards covering the content of the above agreed modules of training; or • is a licensed Drainer. Employees at this level perform work to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises good interpersonal communication skills; • exercises discretion within their level of training; • understands and applies quality control techniques; • performs work under general supervision either individually or in a team environment; • has knowledge of the four streams within the building and construction industry and how they inter-relate; • works in a safe manner; • having been given adequate written or verbal instruction, is able to control their own schedule of work and meet objectives with general supervision; • is capable of detailed measuring techniques; • interacts with and assists Employees of other companies on site or at the workplace; and • anticipates and plans for constant changes to the work environment. The following indicative tasks which an Employee at this level may perform are subject to the Employee having completed the appropriate training to perform the particular task:

Classification	Definition
	• operating a laser when carrying out levelling; • reading and interpreting plans and specifications; • operating machinery and equipment; • assisting with informal on-the-job guidance to other Employees to a limited degree; and • performing work for which a Drainers license is required
Plumbing and Mechanical Services Tradesperson Level 1	A Plumbing and Mechanical Services Tradesperson Level 1 is an employee who is not a licensed drainer and who is not performing mechanical services pipe-work, but who performs work of a skilled trade nature for which registration with a recognised licensing authority is not required, although the person may not be formally trade qualified, and who is able to exercise the skill and knowledge of the relevant trade. Indicative tasks which an Employee at this level may perform include: • exercises good interpersonal and communication skills; • reads, interprets and applies information from plans; • understands and applies quality control techniques; • exercises discretion within the scope of this grade; • performs work under general supervision either individually or in a team environment; • is able to perform tasks safely and be able to identify hazards within their sphere of work; • assists with informal on-the-job guidance to a limited degree; • performs non-trade tasks incidental to their work; • has knowledge of the fields of work within the Services Stream (Plumbing and Mechanical Services) and how they relate to the other areas of the services stream; and • performs work which, while primarily involving the skills of the plumbing and mechanical services trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training. The Plumbing and Mechanical Services Tradesperson Level 1 classification incorporates any worker working in any classification covered by the scope of this document, or the Award as it applied prior to this document, who is not: • engaged on tasks purely of an unskilled nature; • a Licensed Drainer; • a Licensed Plumber; • a Licensed Gasfitter; • a Mechanical Plumber performing any Mechanical Services pipe-work; or • holding a trade certificate level 3 in a trade within the national plumbing training packages.
Plumbing and Mechanical Services Tradesperson Level 2	A Plumbing and Mechanical Services Tradesperson Level 2 is either a: • Plumbing and Mechanical Services Tradesperson Level 1 who has successfully completed three appropriate modules within an approved skills package in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or • person who holds a trade certificate level 3 within the national plumbing training packages relevant to work being performed under this document; or • person who holds a trade certificate level 3 in Engineering – Fabrication.

Classification	Definition
	A Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond a Plumbing and Mechanical Services tradesperson Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • works under general supervision either individually or in a team environment; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a work team; • exercises discretion within the scope of this grade; • has knowledge of occupational, health and safety requirements subject to the level of their training; and • reads, interprets and applies information from plans.
Plumbing and Mechanical Services - Special Class Level 1	A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson Level 2 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a team; • exercises discretion within the scope of this grade; • works under limited supervision, either individually or in a team environment; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the employee to perform the particular tasks: • exercise precision trade skills using various materials and/ or specialised techniques; • schedule and plan work activity; • write brief reports on work activity; • have knowledge of the Australian Standards applying to their sphere of work; • recognise hazards associated with tasks in their field of work; and • exercise skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.
Plumbing and Mechanical Services - Special Class Level 2	A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 who has successfully completed : three appropriate modules in addition to the requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 and to the level of their training.

Classification	Definition
	Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • provides trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works either independently within the skill level of the Employee, or in a team environment with limited supervision; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks: • exercises high precision trade skills using various materials and/ or specialised techniques; and • exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.
Advanced Plumbing and Mechanical Services Tradesperson Level 1	An Advanced Plumbing and Mechanical Services Tradesperson Level 1 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 who has who successfully completed:1.5 appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 2; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. An Advanced Plumbing and Mechanical Services Tradesperson Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • exercises discretion within their level of training; • is able to provide trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works either independently within the skill level of the Employee, or in a team environment with limited supervision; and • reads, interprets and applies information from plans; The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks: • exercises high precision trade skills using various materials and/ or specialised techniques; • possesses effective written and verbal skills in order to provide concise reporting and communication; and • exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

Classification	Definition
Advanced Plumbing and Mechanical Services Tradesperson Level 2	An Advanced Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond an Advanced Plumbing and Mechanical Services Tradesperson Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • undertakes quality control and work organisation at a level higher than for an Advanced Plumbing and Mechanical Service Tradesperson Level 1; • provides trade guidance and assistance as part of a work team; • assists in the provision of training to employees in conjunction with supervisors/ trainers; • performs maintenance planning and predictive maintenance work within their field of work; • prepares reports of a technical nature on specific tasks or assignments as directed; and • exercises broad discretion within the scope of this level. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks: • use information from plans to identify, diagnose and solve problems related to work in a specific field; • be able to identify any deviations from plans and sketches; • schedule and plan work for a team and provide brief reports on the progress and quality of the work; • exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or consumer piping systems; and • exercises diagnostic skills in respect of various systems in plumbing and mechanical services.

Roofing Classifications

Classification	Definition
Roof Plumber Level 1	First 12 months of employment only
Roof Plumber Level 2	80% competent to trade level
Roof Plumber Level 3	Fully competent to trade level
Roof Plumber Level 4	Possessing relevant Certificate III trade qualification

Appendix D: Additional Electrical Trade Definitions

Classification Definitions

Alarm/Security Technician Grade 1" means a tradesperson employed to carry out repairs and maintenance of alarm/control panels, detectors, pumps, fire suppression signs, bells and other associated equipment in the industry of fire-alarm servicing.

In the industry of security servicing, the tradesperson is employed in the field of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

"Alarm/Security Technician Grade 2" means an Alarm/Security Technician Class I who is engaged on complex or intricate circuitry or both, the performance of which requires the use of "Additional knowledge" as defined below.

Additional knowledge may be acquired through a minimum of 2 years on-the-job experience as a serviceperson, working on the company's installations and equipment.

"Alarm/Security Technician Grade 3" means an Alarm/Security Technician who:

(a) has not less than one year of experience as such and who has satisfactorily completed an appropriate electronics post trades course,

(b) has not less than 2 years' experience with the employer as such, and who possesses a thorough knowledge of the employer's company and processes and who is capable of servicing all the equipment associated with such company, and who is employed to maintain, test, modify services and/or repair complex and intricate electrical, electronic circuits or components, equipment, apparatus and/or devices used in industrial applications in the fire-alarm/security systems industry, and for which the performance of such work requires a higher skill than required by a tradesperson employed on basic service work.

"Alarm/Security Technician Grade 4" means an Alarm/Security Technician Grade 3 who is engaged in applying their knowledge and skills to the tasks of repairing, maintaining, servicing, modifying, commissioning, fault finding and diagnosing various forms of systems which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Alarm/Security Technician Grade 4, a tradesperson must have at least 3 years on-the-job experience in electronic systems utilising integrated circuits, and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as an Alarm/Security Technician Grade 4, a tradesperson must be capable of:

(c) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.

(d) Working under minimum supervision and technical guidance.

(e) Providing technical guidance within the scope of the work described in this definition.

(f) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

"Alarm/Security Tester Grade 1" means a person employed to inspect and test alarm/control panels, fire suppression equipment, detectors, signs, bells, pumps and associated equipment in the industry of fire-alarm servicing. In the industry of security servicing, the "Alarm/Security Tester" is employed to inspect and test in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external security lighting devices and associated equipment.

In addition to those duties, the "Alarm/Security Tester" is capable of preparing written reports on the conditions, suitability and requirement for the abovementioned equipment. The Tester will be able to accurately identify faults in systems and report them expeditiously as required, as well as prepare reports detailing all requirements for the testing of systems in their test run.

"Alarm/Security Tester Grade 2" means an "Alarm/Security Tester" capable of testing any electrical system including but not limited to halon, CO2, ansul, emergency lighting, evacuation systems, all fire detection and suppression systems and associated equipment. The employee with minimal supervision and assistance will be able to interchange test runs and demonstrate the operation of systems to clients, insurers and appropriate personnel.

"Alarm/Security Tester Grade 3" means a person, or holder of industry recognised accreditation, which may be granted to persons who through industry experience, have gained the necessary skills, and are able to carry out all aspects of a Tester Grade 2 scope of work and are employed to carry out repairs and maintenance of alarm/control panels, detectors, fire suppression signs, bells and other ancillary associated equipment in the industry of fire alarm servicing, excluding authority provided power supplies or works on live side of isolating devices.

In the industry of security servicing, the person is employed in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

"Communications Tradesperson - Special Class" shall mean a Radio Mechanic, Electrical Fitter or an Electrical Mechanic, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(g) having had not less than 2 years on-the-job experience as a tradesperson, working mainly on such complex and/or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable: and

(h) having, by virtue of either the satisfactory completion of an appropriate post trade course in electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

"Electrical Fitter" shall mean an employee who is mainly employed in the workshops manufacturing, fitting, and repairing electrical instruments, machines, and apparatus. Electrical fitting in this definition shall include armature and transformer winding, and people solely engaged in making and repairing instruments. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Fitter (Instrumentation and Process Control)" means an employee who is required to make and/or modify, test, install, adjust and repair, plant instrumentation involving process control equipment including instruments incorporating mechanical, pneumatic, hydraulic, electrical and electronic functions.

The legitimate possession of the appropriate certificate issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Labourer" shall mean an employee, not otherwise provided for in this Document, who is doing work necessary for electrical work.

"Electrical Linesperson" shall mean an employee engaged in overhead construction and maintenance work, and running, fixing, connecting, and maintaining electrical conductors outside of buildings, or an employee engaged in sapping poles, cutting chocks for arms, and fitting arms to poles while the poles are

lying on the ground. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Linesperson - Live Line" shall mean an Electrical Linesperson as defined in this Document who is required to carry out "Live Line Work" as prescribed in the Electricity Act 1994.

Such employee may perform "Live Line Work" while the employee remains so authorised by the State Electricity Commission of Queensland in accordance with the said Act.

"Electrical Mechanic" shall mean an employee engaged in placing or affixing or running electrical conductors of all kinds and for all purposes from the point of supply to the point of utilisation, and also in the fixing inside of buildings and vehicles of all kinds of conduits and conductors. It shall include the erecting and connecting up of dynamos, motors, and switchboards, and the connecting up of all instruments and apparatus at the point of utilisation and supply for all purposes, including power, lighting, heating, and smelting, and safe working instruments, apparatus, telephones, bells, public address systems, wireless apparatus, meter fixing, connecting of meters, and the erection, overhauling and repairing of storage batteries and the assembling and renewing of finished parts, and the marking out and mounting of any switchboards, and the effecting of any repairs to electrical machines and appliances when it is necessary to carry out the work on the spot, or is incidental to such necessary work. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Storeperson" shall include an employee responsible for storing, receiving and issuing tools, parts and testing equipment in or in connection with an electrical, including radio and television, workshop and/or depot, but shall not include storepersons employed in any retail or wholesale establishment who receive, store or issue television, radio or electrical equipment and who are provided for in any other Agreement.

“Electrical Tradesperson's Assistant" shall mean an employee directly assisting a tradesperson.

"Electronic Equipment Tester/Installer Grade 1" means an employee engaged on the alignment, installation and testing of radio, communications and related equipment, installing fire alarms and/or security alarm equipment, or installing data and communication cabling, including the locating of faults not requiring the skills of a tradesperson.

"Electronic Equipment Tester/Installer Grade 2" means an employee who has had not less than one year at Level 1 or the equivalent experience. Provided that an Electronic Equipment Installer Level 2 shall not undertake tasks requiring the skills of a tradesperson.

"Electronic Serviceperson Grade 1" means an adult employee engaged on radio, communications and related equipment which requires the application of general trades experience gained through apprenticeship in that work.

"Electronic Serviceperson Grade 2" means an Electronic Serviceperson Grade 1 who has had not less than one year's experience as a tradesperson working in the radio communication industry.

"Electronic Serviceperson Grade 3" means an Electronic Serviceperson Grade 2 who is engaged on complex or intricate circuitry or both, the purpose of which work requires the use of "additional knowledge" as herein defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(i) having had not less than 2 years on-the-job experience as a tradesperson working on such complex or intricate circuitry work as will enable the tradesperson to perform such work unsupervised where necessary and practicable; and

(j) having by virtue of either the satisfactory completion of a prescribed post trades course in industrial electronics, radio or communications or the achievement of a comparable standard of knowledge by other means, including the on-the-job experience gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

"Electronic Serviceperson Grade 4" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 3, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment, on which the tradesperson is required to carry out their tasks. To be classified as an Electronic Serviceperson, Grade 4, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as Electronic Serviceperson, Grade 4, a tradesperson must be capable of:

(k) Maintaining and repairing multi-function printed circuitry using diagrams and test equipment.

(l) Working under minimum supervision and technical guidance.

(m) Providing technical guidance within the scope of the work described in this definition.

(n) Preparing reports of a technical nature on specific tasks or assignments, as directed, and within the scope of the work as described in this definition.

"Electronic Serviceperson Grade 5" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 4, who in addition to the requirements of the Electronic Serviceperson Grade 4, must have one further years on-the-job experience as a tradesperson working on electronic systems, but who in addition is required to maintain and repair multi-function printed circuitry using circuit diagrams and test equipment.

To be classified as an Electronics Serviceperson, Grade 5, a tradesperson must be engaged in applying their skills and knowledge to the tasks of designing, modifying, testing and diagnosing complex electronic systems related to radio and communications equipment.

“Electronics Tradesperson" means an electrical tradesperson working at a level beyond Electrician Special Class and who is mainly engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the system and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronics Tradesperson a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part time study.

In addition, to be classified as an electronics tradesperson a tradesperson must be required, as part of their duties, to:

(o) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment.

(p) Work under minimum supervision and technical guidance.

(q) Provide technical guidance to other tradespersons or to management within the scope of the work described in this definition; and/or

(r) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

“Fire-alarm Systems" means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.

"Installation Inspector" shall mean an Electrical Mechanic who is employed by an Electrical Contractor or company which is principally engaged in providing independent installation inspections and who is qualified within the terms of the Electricity Act 1994, to act as an Installation Inspector and is employed as such. An Installation Inspector must have the following qualifications:

(s) Possess a certificate of competency as an Electrical Mechanic

(t) Has successfully completed a course conducted by the Department of Employment Vocational Education and Training at a TAFE College or approved skill centre comprising the following subjects:

(u) AEL 223 - Electrical Installation Work.

(v) AEL 226 - Electrical Practices and Responsibilities.

(w) AEL 122 - Electrical Installation Testing.

(x) Has at least 3 years recent experience in the Electrical Contracting Industry as an Electrical Mechanic or has at least 3 years recent experience as an Installation Inspector with an Electricity Authority in Queensland.

"Instrument Tradesperson" means a tradesperson who is mainly engaged in installing, (including the installing of inter connecting instrumentation wiring, not prohibited by the Electricity Act 1994 or hydraulic or pneumatic instrumentation tubing), repairing, maintaining, and servicing industrial instruments and control systems, including instruments and systems utilising integrated circuits.

An Instrument Tradesperson will have completed an apprenticeship, the greater part of which involved industrial instrumentation, or alternatively can demonstrate a knowledge and understanding of industrial instrumentation and can apply that knowledge and understanding to the tasks assigned by their employer. The required knowledge and understanding would have been gained by undertaking a formal training course run by a State Education Department or Technical Education Department or its equivalent or by at least 12 months on the job experience as a tradesperson at instrument work

"Instrument Tradesperson - Complex Systems" means an instrument tradesperson who is mainly engaged in installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles, including work on complex digital and/or analogue control systems utilising integrated circuits.

To be classified as an Instrument Tradesperson - Complex Systems, a tradesperson will have:

(y) had a minimum of 2 years on the job experience as a tradesperson working predominantly on complex and/or intricate instruments and instrument systems, as will enable them to perform such work under minimum supervision and technical guidance; and

(z) satisfactorily completed an appropriate post trade course equivalent to at least 2 years part time study or has achieved to the satisfaction of the employer, a comparable standard of skill and knowledge by other means including in-house training or on the job experience referred to in (a)

"Instrumentation and Controls Tradesperson" means an instrument tradesperson working mainly at a level beyond that of instrument tradesperson - complex systems and who is mainly engaged in applying their skills and knowledge to installing, repairing, maintaining, servicing, testing, modifying,

commissioning, calibrating and fault finding industrial instruments which make up a complex control system which utilises some combination of electrical, mechanical, hydraulic and pneumatic principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.

The application of this skill and knowledge would require an overall understanding of the operating mode or principles of the various types of measurement and control devices on which the tradesperson is required to perform their tasks. To be classified as an Instrumentation and Controls Tradesperson, a tradesperson must have at least 3 years relevant on the job experience as a tradesperson - 12 months of which must be at the level of "Instrument Tradesperson - Complex Systems" and in addition must have satisfactorily completed a related post-trades course equivalent to at least 2 years part time study.

In addition, to be classified as an Instrumentation and Controls Tradesperson, a tradesperson must be required as part of their duties to:

(aa) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment:

(bb) Work under minimum supervision and technical guidance:

(cc) Provide technical guidance to other tradespeople or to management within the scope of the work described in this definition; and/or

(dd) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

“Jointer" shall mean an employee who is employed in jointing cables or sweating on lugs in connection with the installing and maintenance of underground or overhead distributing systems, and the running of feeders, mains and services up to the main fuse in consumers' premises. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Workers and Contractors' Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Journeyperson" shall mean an Electrical Fitter, Electrical Mechanic, electrical Jointer, Electrical Linesperson, electrician in charge, shift electrician, Radio Mechanic or television mechanic.

"Lines Clearance Operator" means an adult who is employed on the clearance of vegetation in the vicinity of overhead power distribution lines.

"Purchasing Clerk" means an employee who initiates orders for electrical materials, receives and issues materials and provides reports on the cost of materials for the preparation of tender documents and job cards.

In addition to these duties, the Purchasing Clerk may conduct sale of materials and equipment to the Public or to the Trade.

“Radio Mechanic" shall mean an employee who is mainly employed to assemble and/or repair, and/or service, and/or install, and/or test radio receivers, and/or public address systems.

"Refrigeration Mechanic or Serviceperson Grade I" means a tradesperson employed to carry out installation, repairs, and routine maintenance of domestic, commercial and industrial refrigeration and air conditioning systems.

“Refrigeration Mechanic or Serviceperson Grade 2" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than one years’ experience as a tradesperson engaged on complex or intricate circuitry or both.

"Refrigeration Mechanic or Serviceperson Grade 3" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than 2 years’ experience as a tradesperson, and possesses a sound working knowledge of refrigeration and air conditioning, electrical control systems to enable the employee

to service, diagnose faults and repair domestic, commercial and industrial refrigeration, air conditioning systems under limited technical supervision.

In addition, to be classified as a Refrigeration Mechanic Grade III, the employee must demonstrate sufficient working knowledge of electronic controls as applied to refrigeration and air conditioning systems to enable the employee to identify faulty modules.

"Refrigeration Mechanic or Serviceperson Grade 4" means Refrigeration Mechanic or Serviceperson Grade I, who has had not less than 3 years' experience on-the-job as a tradesperson and possesses a sound working knowledge of refrigeration and air conditioning electrical and electronic systems as to enable the employee to commission, service, diagnose faults and repair domestic, commercial and industrial refrigeration and air conditioning systems.

To be classified as a Refrigeration Mechanic Grade IV, the employee must have satisfactorily completed a 2 year post trade course in Industrial Electronics.

In addition, to be classified as a Refrigeration Mechanic or Serviceperson Grade IV, a tradesperson may be required to carry out the following duties:

(ee) Maintain and repair multi-function printed circuits using circuit diagrams and appropriate test equipment;

(ff) Work under minimum supervision and technical guidance;

(gg) Provide technical guidance within the scope of the work described in this definition; and

(hh) Prepare reports of a technical nature on specific tasks or assignments as directed within the scope of the work described in this definition.

"Security Alarm Systems" means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic or acoustic equipment or device, or any combination thereof which includes any intruder alarm systems incorporating closed circuit television, video or photographic systems, electronic, electro-mechanic access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or Governmental purpose.

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

"Television/Radio/Electronic Equipment Serviceperson Grade I" means an adult who has completed an appropriate trades course or who has achieved an equivalent standard of skill and knowledge, and who is engaged on routine servicing work which requires no more than the application of the general trade experience gained through apprenticeship or equivalent training on-the-job.

"Television/Radio/Electronic Equipment Serviceperson Grade 2" means a Television/Radio/Electronic Equipment Serviceperson Grade I who has had not less than one years' experience, as a tradesperson, working on visual and/or sound receiving, recording and/or reproduction devices and associated equipment and associated electronics products.

"Television/Radio/Electronic Equipment Serviceperson Grade 3" means a Television/Radio/Electronic Equipment Serviceperson Grade II who has completed an appropriate trade course which includes instruction in electronic products and who has achieved an equivalent standard of skill and knowledge through 2 years' experience in the industry or through a special course of tuition, and is required to diagnose and rectify faults in electronics equipment and/or similar apparatus.

"Television/Radio/Electronic Equipment Serviceperson Grade 4" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Serviceperson Grade III, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing modifying, commissioning, testing, fault finding and diagnosis of various forms of

machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits, and in addition, must have satisfactorily completed a post trades course in electronics to at least 2 years part-time study.

In addition, to be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must be capable of:

(ii) Maintaining and repairing multi-function printed circuitry, using circuit diagrams and test equipment

(jj) Working under minimum supervision and technical guidance.

(kk) Providing technical guidance within the scope of the work described in the definition.

(ll) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

“Television/Radio/Electronic Equipment Serviceperson Grade 5" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Equipment Serviceperson Grade IV who, in addition to the requirements of the Television/Radio/Electronic Equipment Serviceperson Grade IV, must have one additional year on-the-job experience as a tradesperson working on electronic systems, but, who in addition, is required to maintain and repair multi-function printed circuitry using diagrams and test equipment.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Class V, a tradesperson must be engaged in applying their skills and knowledge to the tasks of design, modifying, testing and diagnosis of complex electronic systems related to radio and communications equipment.

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

"Truck Attendant" shall mean an employee who is part of a gang which performs electrical work and who during the course of their work, assisting electrical Journeypersons, is required as a minor part of their duties to drive vehicles under 6 tonnes used in connection with the work of the gang.

Appendix E: Standard Definitions

Definitions

The following definitions shall apply to this Document:

ACIRT means the Australian Construction Industry Redundancy Trust (ABN 39 062 330 170).

Apprentice or Trainee means an apprentice or trainee within the meaning of the Further Education and Training Act 2014. Apprenticeship and Traineeship have a corresponding meaning.

Australian Super is the nominated superannuation fund for the AMWU.

Award means the industrial instruments as outlined in clause 7 of this document.

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.

Best Practice Principles means the State of Queensland's Best practice principles: Quality, safe workplaces policy document, as amended from time to time.

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.

Casual Employee means an Employee employed on an occasional basis and whose work pattern is not regular or systematic.

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

Chifley Services Ltd is the nominated income protection fund for the AWU.

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

CIRT means The Contracting Industry Redundancy Trust (ABN 49 011 050 329).

Competency Based Training means a method of training based on occupational skills standards which are set out in units of competency within training packages and accredited courses.

Consultative Committee means a representative group who meet regularly for the purpose of reviewing work related issues.

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 six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

Day Work means work commencing between 6.00 am and 10.00am, Monday to Friday.

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

Employee means an employee of the Employer.

Employer means the company that employs workers who are engaged in civil construction works within the State of Queensland for which classifications are prescribed by this Document.

Energy Super means Electricity Supply Industry Superannuation (Qld) Ltd (ABN 30 069 634 439, AFSL 336567).

HSR means Health and Safety Representative elected to represent workers on health and safety and matters have responsibilities under the WHS Act.

JetCo means the Joint Electrical Training Council, which is CRITs associated training fund.

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

Local Employee means an Employee whose normal residential home base is within reasonable travel distance to the applicable work site each day.

National Training Package means endorsed collections of reference materials that define the national standards and qualifications for recognising and assessing people's skills in specific vocations.

NES means the National Employment Standards prescribed by the Fair Work Act 2009 (Cth).

Non-Local Employee means an Employee who cannot reasonably travel to the applicable work site from their normal residential home base each day.

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

FWC means the Fair Work Commission.

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

Overtime means any time worked in excess of or outside of the ordinary working hours as prescribed in Clause 9 of this Document.

On-site means work that does not include the following:

(a) The off-site prefabrication of made-to-order components to form part of any building, structure or works, unless that work is performed on an auxiliary or holding site that is separate from the primary construction site or sites.

(b) The transportation or supply of goods to be used for any of the work mentioned above (in the BCIIP Act definition of 'building work'), directly to project sites where that work is being or may be performed.

Person Conducting a Business or Undertaking (PCBU) means a business or an undertaking that is either conducted alone or with others, whether or not for profit or gain.

Protect is the nominated redundancy fund for the AMWU.

QIRC means Queensland Industrial Relations Commission.

QLD Workers' Compensation means a type of insurance through WorkCover Queensland that can pay the wages and medical costs of employees who have been injured in the performance of their duties.

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

RDO means rostered day off.

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.

STQ means Service Trades Queensland.

Tradesman means an employee who possesses as a minimum qualification a trade certificate.

Traditional Owners means an indigenous person who is a member of a local descent group having certain rights and responsibilities in relation to a tract of land or area of sea.

Union Delegate means an Employee elected by Union members and a member of an employee organisation entitled to represent the industrial interests of employees employed by the Employer as required. All parties to this Document shall be notified as soon as practicable after the election of a Union Delegate.

Union Representative means a member of an employee organisation entitled to represent the industrial interests of employees.

Union means the;

(a) AMWU;

(b) AWU;

(c) CEPU;

(d) CFMEU; and

(e) ETU.

Verification of Competency (VOC) means an assessment of an employee's knowledge and skills to assist in deeming staff competent to perform a task or operate plant and/or equipment.

WageGuard is the nominated income protection insurance provider for the AMWU.

Wage Rate means the Employee's ordinary hourly rate of pay as set out in this Document.

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Welcome to Country means a ceremony that is performed by indigenous Traditional Owners for people visiting their Country.

Wet Bulb Globe Temperature Index means the measure of the heat stress in direct sunlight, which takes into account temperature, humidity, wind speed, sun angle and cloud cover.

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

WHS Committee means a group of workers that have been nominated to develop and review health and safety policies and procedures for the workplace.

WHS Representative means Health and Safety Representative elected to represent workers on health and safety and matters have responsibilities under the WHS Act.

Workplace Impairment Policy and Procedures means the Workplace Impairment Policy and Procedures as set out in the Impairment Policy.

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AUDIT FORM

EMPLOYER NAME:	_____
ABN NUMBER:	_____
ADDRESS:	_____
PRINCIPAL NAME:	_____
PRINCIPAL TITLE:	_____
WORKCOVER POLICY NUMBER:	_____
Number of personnel:	_____
Overtime 11/2x:	_____
Overtime 2x:	_____
Base Hourly Rate:	_____
Fares & Travel:	_____
CBUS/BUSS(Q):	☐ Yes ☐ No
ACIRT/BERT:	☐ Yes ☐ No
BEWT:	☐ Yes ☐ No
CIPQ/Chifley:	☐ 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:

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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**

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RDO NOTIFICATION

Notification pursuant to clause 12.7(c) above to Work on Schedule RDO

Date: _____

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

Manager contact details

Name: _____

Phone: _____

Email: _____

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

☐ High risk activity (specify below)

☐ Maintenance, repair, commissioning

☐ Restrictions, laws, regulations, etc.

☐ Inclement weather

☐ Other

Explanation of ground/s listed above:

Appendix G - Best Practice Industry Conditions for Rail Infrastructure Projects

Introduction

To assist with the Queensland Government's commitments in relation to the Best Practice Principles (BPPs), including best practice industrial relations, in addition to the Transport BPIC, TMR have developed this guidance material (Rail BPIC Guidelines) to set out supplementary and in some circumstances alternate best practice industry conditions for Rail Infrastructure Development Projects noting the unique nature of railway design and construction activities. The Rail BPIC Guidelines are intended to provide industry with certainty and transparency when addressing Rail Infrastructure Project specific Best Practice Principles requirements in a tender, specifically the best practice industrial relations that could apply to Rail Infrastructure Projects.

An objective of the Rail BPIC Guidelines is to encourage industry to provide a strong basis to attract, build and retain a productive and diverse workforce for the life of a Rail Infrastructure project's delivery and ensure stakeholders can interact in a positive, collaborative and productive way through to successful project completion.

Statement of Intent

The Rail BPIC Guidelines operate for Rail Projects in addition to the guidelines provided in the Transport BPIC. The Rail BPIC Guidelines provide guidance on the Queensland Government's expectations for the conduct of industrial relations, including conditions of employment, wages payable and consultation arrangements for government funded rail infrastructure projects and applies to Rail Infrastructure Projects of $100 million or above.

When tendering for a TMR rail project valued over $100 million please note the following:

- As with the Transport BPIC's, the Rail BPIC Guidelines is a guidance document, it is NOT MANDATORY.
- Tenderers can demonstrate the intent and outcomes of the Rail BPIC in any manner it chooses to nominate throughout the procurement process.
- TMR will give full and reasonable consideration to alternative ways of achieving the Rail BPIC Guidelines.
- Where a particular supplier is referred to within the Rail BPIC Guidelines, this entitlement or obligation relates to that supplier or any suitable equivalent which the Tenderers may wish to nominate.
- Nothing in the Rail BPIC Guidelines requires a Tenderer to make any commitment, take or not take any action that would breach any laws.

Best Practice Conditions

1. Track Possessions - hours arrangements

Agreed Conditions

1.1. This clause only applies in the event of a Track Possession.

1.2. For the purposes of this clause 1, "Track Possession" means a temporary closure or occupation of all or part of Queensland Rail's rail network (including closure of track or an isolation) for the purpose of carrying out Project works or activities in the proximity of Queensland Rail's rail network, that has the potential to impact the safe operation of the rail network.

1.3. To meet the specific operational requirements of a Track Possession period, Employees may be required to work as set out below:

(a) **Ordinary Hours Weekends** - Employees may be required to be rostered to work their ordinary hours for Track Possessions on weekends.

(b) **Additional Weekends** - In addition to the rostered ordinary hours, employees may also be rostered to work overtime on weekends. In the first instance, expressions of interest will be sought from employees to work those additional overtime hours on weekends. However, where there are insufficient numbers to work such weekends, the Employer can roster any employees to work overtime weekends at its discretion. The Employer will endeavour to ensure all overtime hours rostered under this clause are reasonable, with a view to managing the risk of Employee fatigue.

1.4. **Casual Conversion:** For the purposes of clause 8.8, if a casual employee is engaged for the purpose of work performed during a track possession, casual conversion will only be offered after the longer of either the six weeks or the period of the Track Possession.

2. Hours of Work and Overtime

2.1. **Hours of Work**

(a) Clause 9 of the Transport BPIC will apply subject to the requirements of 2.1(b) - (d).

(b) The daily ordinary hours of work referred to in clause 9.1 of the Transport BPIC will be a maximum of 12 hours per day.

(c) The start and finish times will be determined by the Employer within the span of hours and may vary between work groups to suit the project.

(d) The starting time will be at the Employer’s pre-start or toolbox meeting.

2.2. **Public Holidays**

(a) Employees recognise that the requirement to work on Public Holidays can be necessary in order to meet project milestones and undertake critical works. However, if the employer requires an employee to work on the public holiday it will do so by request.

3. Rostered Day Off

Statement of Intent

The Employer recognises that a system of Rostered Days Off (RDOs) for Employees enables time for life, helps manage fatigue and workplace safety.

This clause is to be read in substitution for clause 11 of the Transport BPIC.

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Agreed Conditions

3.1. For each ordinary day or shift worked, 0.8 of an hour's pay will accrue towards payment for a Rostered Day Off ("RDO")

3.2. The Employer will prepare a schedule that will achieve the work cycles necessary for the timely completion of the rail project which appropriately balances time for life, helps manage fatigue and workplace safety for Employees.

3.3. In the event that there is a requirement for work to be carried out on scheduled RDO's, the Employer will, in advance of this requirement, notify and consult with affected Employees to perform this work.

3.4. The following applies in respect of RDOs:

(a) If an RDO is moved or banked, the Employer will not be required to pay overtime rates for any RDO worked in these circumstances.

(b) Where the Employee terminates employment before any moved or banked RDO is taken, the moved or banked RDO will be paid at the Employee's relevant and applicable base rate at the time of termination.

(c) RDO's do not accrue while Employee's are on unpaid or unauthorised leave or while taking RDOs.

(d) With a view to ensuring employees actively manage personal fatigue and wellbeing, excessive banking of RDOs will also be actively monitored and managed.

(e) An Employee may request to cash out a maximum of 6 days of banked RDO's or as agreed to by the Employer.

4. Safe Workplace Standards - Inclement Weather Guidelines

Statement of Intent

- The parties will comply with all the obligations arising under the prevailing and relevant Acts, Regulations, Code of Practice, Australian Standards and the Employer's policies and procedures.
- The Employer has a legal obligation to exercise due diligence to ensure that the business complies with all workplace health and safety laws and regulations. This includes making sure that the business has and uses appropriate resources and processes to eliminate or minimise the risks of working with silica and silica containing products and other airborne toxic substances.
- No Employee will be required to work in any unsafe area or situation.
- An employee or employees may cease, or refuse to carry out, work if they have a reasonable concern that to carry out the work would expose them to a serious risk to their health or safety, emanating from an immediate or imminent exposure to a hazard.
- All workplace participants are required to contribute positively to Project safety.
- The Employer is committed to ensuring that WHS issues are managed and approached in a genuine way.

The following clauses are to read in substitution for the Hot Weather Guidelines of the Transport BPIC, as set out in clause 1 of the Safe Workplace Standards section of the Transport BPIC.

Inclement Weather Guidelines

4.1. For the purposes of this clause 4, "inclement weather" means the existence of rain or abnormal climatic conditions (i.e. high wind, lightning or similar, severe dust storms, extreme high temperatures, or the like, or any combination thereof), by virtue of which it is either not reasonable or not safe for employees exposed thereto to continue working whilst the same prevail.

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4.2. The intent of the parties is for disruption to work on the Project to be minimised during periods of inclement weather.

4.3. During inclement weather, work will continue unless the Employer's Site Manager, the WHS Committee or the WHS Representatives determine it is not safe to do so.

4.4. Employees will return to work when it has been determined that it is safe to do so by the Employer's Site Manager, the WHS Committee or the WHS Representatives.

4.5. Inclement weather does not automatically create unsafe working conditions and an Employee is not entitled to leave the Project because of inclement weather.

4.6. In order to improve this area of lost productivity the following will apply to all Employees:

(a) Employees will accept transfer to an area or site not affected by inclement weather if useful work is available in that area or site, and that work is within the scope of the employee's skill, competence and training.

(b) The Employer and Employees agree to adopt measures that involve a reasonable approach as to what constitutes inclement weather.

(c) Non-productive time arising from inclement weather can be used for project briefings or safe work procedure briefings and discussion of major work activities.

(d) The Employer and Employees are committed to an early resumption of work following any cessation of work which may arise from inclement weather.

(e) The practice of 'one out all out' for inclement weather will not occur. Should a portion of the project be affected by inclement weather, all other employees not so affected will continue working in accordance with the appropriate agreement provisions, regardless that some employees may be entitled to cease work due to inclement weather.

4.7. Workers in air-conditioned cabins will continue work during periods of inclement weather unless it is determined that it is not safe to do so.

4.8. All Employees will be available to clean up and dewater relevant work areas as directed by the Employer following inclement weather. The dewatering and clean-up process is not considered inclement weather for the purposes of any penalty payment.

4.9. Where the Employer determines that a transfer is not practical, affected permanent Employees will be entitled to payment for ordinary time lost through inclement weather for up to 32 hours (non-cumulative) per calendar month.

4.10. Employees will be credited with:

(a) 32 hours where the Employee commences on any working day within the first week of a 4-week period.

(b) 24 hours where the Employee commences on any working day within the second week of a 4-week period.

(c) 16 hours where the Employee commences on any working day within the third week of a 4-week period; and

(d) 8 hours where the Employee commences on any working day within the fourth week of a 4-week period.

4.11. Payment may be made from an Employee's wet weather credits where the Employer advises the Employee no later than the day before that the Employee should not report for work due to wet weather or expected wet weather.

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4.12. Critical work in inclement weather – the Employer and Employees understand and accept that there may be occasions where certain critical work must be performed in the rain. Critical work will be the completion and protection of concrete pours, emergency work, or work required to ensure safety or environmental legal compliance.

In situations where the weather has been declared inclement and an Employee is requested and agrees to work in the rain (subject to appropriate safety procedures being in place) the Employee will be provided with wet weather gear, as appropriate and with safety equipment and respite to minimise the impact of work in the rain.

Employees will be paid a 100% loading in addition to the Employee's ordinary wage rate for all work performed in inclement weather. The additional payment above the wage rate will not apply to Employees working in dry situations, which includes but is not limited to working on plant with a weatherproof cabin and/or working undercover, who will continue to work the normal Project hours.

On completion of work in inclement weather and where it is expected that the Inclement Weather will cease in a timeframe where meaningful work can be undertaken:

(a) Employees may be provided with additional dry clothing to allow ordinary work to continue; or

(b) With the approval of the general superintendent or equivalent, Employees who carry out critical work in inclement weather and who get wet as a result may be allowed to go home when critical work is completed.

(c) Employees who are sent home with the approval of the general superintendent within their ordinary time hours, will be paid their ordinary rate of pay. Employees who are sent home with the approval of the general superintendent after completing their ordinary hours but prior to the end of their normal rostered shift will be paid for actual hours worked.

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Appendix H - Additional remote and regional civil construction standards

1. Employees engaged for remote or regional projects.

Non-Local Employee

1.1. Usual Place of Residence is the address stipulated by the employee in the Registration of Interest Form or similar. This will determine their classification as a non-local or local employee.

1.2. Candidates for employment will be required, upon registration, to make a declaration of their Usual Place of Residence in their Registration of Interest form. The Employer will use the declaration to determine if their employee is a non-local employee.

1.3. For the purpose of geographically defining a non-local employee engaged under the terms of the Agreement, it includes any employee whose usual place of residence is outside of a 60 kilometre radius of the nearest Post Office to the Project.

Accommodation

1.4. Where a non-local employee (as defined in Clause 1.1) is engaged on the Project, the Employer shall provide suitable board and lodging.

1.5. Construction camp utilisation levels and camp conditions will be reviewed by The Employer and Union Delegate/s of the Unions named in Appendix E on a monthly basis. The Employer will prepare and circulate minutes of this review meeting. In the event that there is a dispute between the parties regarding camp utilisation levels or camp conditions it will be dealt with under the dispute resolution clause, outlined within clause 2 of the Quality Employment Standards within clause 2.

1.6. An adequate number of camp rooms will remain in service so as to allow and maintain permanent room allocation for permanent employees. Permanent room allocation will not apply to employees remaining for less than one roster cycle.

Mobilisation and Demobilisation - Flights

1.7. The Employer may transport non-local employees by economy air transport from the nearest High Capacity RPT airport to the employee's usual place of residence, to the Project at the commencement of employment and return, at the conclusion of employment. Non-local employees shall be allowed a reasonable amount of baggage, (to the maximum allowed in economy air) in addition to toolboxes where required. Any excess or non-suitcase articles must be agreed to by the Employer prior to any travel.

1.8. Upon mobilisation to the project, a non-local employee for the Project shall be paid up to eight (8) hours interstate (four (4) hours intrastate) at the employee's Base Hourly Rate for ordinary hours. Upon final de-mobilisation from the project a non-local employee shall be paid up to eight (8) hours interstate (four (4) hours intrastate) at the employee's Base Hourly Rate for ordinary hours.

Mobilisation and Demobilisation - Bus

1.9. The Employer may transport non-local employees by the provision of buses. Non-local employees shall be allowed a reasonable amount of baggage, (to the maximum allowed in economy air) in addition to toolboxes where required. Any excess or non-suitcase articles must be agreed to by the Employer prior to any travel.

1.10. The Parties will meet and consult on the location of the bus depot.

1.11. Upon mobilisation to the project, a non-local employee for the Project shall be paid up to eight (8) hours interstate (four (4) hours intrastate) at the employee's Base Hourly Rate for ordinary

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hours. Upon final de-mobilisation from the project a non-local employee shall be paid up to four (4) hours intrastate at the employee's Base Hourly Rate for ordinary hours.

Road Travel

1.12. Non-local employees with a Usual Place of Residence in Queensland may elect to drive to and from site. Where an employee elects to do so they will receive the same payments as prescribed within these clauses.

1.13. The election to drive is subject to the prior approval of the Employer, this approval will not be unnecessarily refused. When considering approval the Employer will consider the capacity constraints of the Project such as parking.

1.14. For occupational, health and safety reasons, an employee must have their journey plan approved by their Employer. Proposed road travel that is beyond what is considered to be a safe distance will generally not be approved and alternative travel will be booked.

Determination of mode of transport.

1.15. The Parties will meet to discuss the most appropriate mode of transport.

Project closure at Christmas

1.16. (a) If the Employer elects to close down operations on a Project at Christmas, the Employer shall provide employees at that Project with one (1) month written notice in advance and shall return employees, in accordance with the provisions of clause 1.15, to the High Capacity RPT airport nearest to the employee's usual place of residence or the bus depot.

Rest and Recreation

1.17. Specific details of rest and recreation (R&R) travel arrangements will vary according to the needs of the Project and according to an individual employee's circumstances.

1.18. Dependent upon the rostering arrangements and hours of work determined by the Employer for the Project, the Employer may apply such R&R roster as the Employer considers appropriate on the Project.

1.19. Where an R&R roster is applied on a Project, the conditions in this clause will apply.

1.20. R&R is classified as non-work time unless accrued RDOs are paid out.

1.21. For reasons of operational requirements the Employer may reschedule the taking of the R&R entitlement. The employee may then be required to work a shortened/extended roster in order to regain their original roster cycle.

1.22. The Employer shall transport non-local employees by economy air transport to the nearest High Capacity RPT airport to the employee's Usual Place of Residence or the applicable bus depot. At the Employer's discretion, a bus pick up and drop off service will operate between the nearest airport to the site where the employee works and is accommodated on a Project.

1.23. Travel for R&R shall commence on the last working day of the employee's work roster (or the day preceding the actual R&R leave period), with normal work on site continuing for four (4) hours. Payment for four (4) hours at the employee's base hourly rate will apply in addition to the time worked in order to compensate employees for readying themselves for their R&R travel.

1.24. To avoid confusion, such payment will be paid and counted as time worked and paid as ordinary time should the last working day or shift of the employee's work roster be a day or shift that falls (or is deemed to fall) between Monday to Friday. The payment will not be counted as time worked and shall be paid at ordinary time should the last working day or shift of an employees work roster be a weekend day or shift.

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1.25. As clarification, the default position is that all non-local employees will work 4 (four) hours on the last working day of the employee's work roster, and will travel on project supplied charter flights or buses where they are provided.

1.26. In the event that an employee using the charter flight reaches their final interstate High Capacity Airport (or an airport midway through their journey), at or after 10pm (Queensland time) on the last day after working four (4) hours, they will have the option of being provided with overnight accommodation. Also, on a case-by-case basis (and as approved by the Site Manager for the Project) accommodation may be provided where there is a significant journey for the employee to drive after reaching the final High Capacity airport.

1.27. Notwithstanding subclause 1.23 above, an employee using the charter flight who would reach their final interstate High Capacity Airport (or an airport midway through their journey), at or after 9pm and in the normal course of events would not arrive at their usual place of residence until after 10pm (Queensland time) on the last working day, after they have worked the four (4) hours, will be able to either utilise subclause 1.23 above, or alternatively will have the option of:

(1) Reporting to work on the last day, but leaving before the full four (4) hours work have been completed;

(2) Catching an earlier commercial flight; and

(3) Taking authorised leave without pay for those hours not worked.

1.28. Air or bus travel returning the employee to a Project will be taken to return the employee no later than the last day of the employee's R&R leave to ensure the employee is able to recommence work activities at their normal start time on the first day of their roster cycle.

1.29. Employees on an R&R roster cycle will be entitled to the following travel payments in lieu of any compensation for travelling time or associated costs related to returning home for R&R:

(1) For employees engaged from locations in Queensland: four (4) hours (paid at the employee's base hourly rate) on the last working day of the roster.

(2) For employees engaged from interstate: eight (8) hours (paid at the employee's Base Hourly Rate as per Appendix A) for the last day on the day of the roster.

1.30. The employee's entitlement to R&R travel payments shall be subject to the employee being available to commence work on the first working day immediately following the period of R&R and making themselves available to work on each day of the previous cycle, other than approved leave. Subject to this provision payment shall be made in the first pay period after the employee returns from R&R.

Camp Workers

Camp/Hospitality Classifications

Level 1

Kitchen/dining room attendant A means an employee who performs general cleaning and pantry duties within a kitchen, including the cleaning of cooking and general utensils; assists employees who are cooking, assembles and prepares ingredients for cooking; and sets, clears and cleans tables and dining areas.

Laundry attendant means an employee who performs laundry and linen duties including the cleaning of laundry.

Cleaner A means an employee who performs general cleaning duties, other than in accommodation areas, that does not require the use of special equipment and/or special chemicals.

Level 2

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Housekeeper means an employee who services and cleans accommodation areas.

Kitchen/dining room attendant B means an employee who in addition to the duties of a kitchen/dining room attendant carries out the cooking of breakfasts and snacks and/or specialised non-cooking duties in a kitchen and the preparation of crib food.

Cleaner B means an employee who performs general cleaning duties on site using specialised equipment and chemicals, or who cleans on a construction site.

Bar attendant means an employee who supplies, dispenses or mixes alcoholic drinks and may sell other retail offers to customers in the bar or wet mess.

Retail attendant means an employee who attends a café, snack bar or retail outlet on site and receives money from customers.

Driver A means an employee who drives, cleans and services a passenger vehicle or courtesy bus on site or to and from site/the designated airport and/or transfers baggage to and from rooms and/or performs food delivery services on site.

Yardperson means an employee who performs yard work including mowing, weeding, watering, emptying rubbish bins, unloading of trucks and keeping outside areas clean and tidy.

Utility attendant means an employee who is employed to perform a mix of kitchen, cleaning, dining room, bar, retail, laundry, driving and yard duties on site.

Front office attendant A means an employee who performs front office duties including receptionist, cashier or information services or reservations and accommodation management and/or routine office duties such as filing and photocopying.

Level 3

Cook (unqualified) means an employee without chef qualifications who is engaged to perform cooking duties including the cooking of breakfasts and snacks, baking, pastry cooking or butchering.

Front office attendant B means an employee who performs front office duties, flight and accommodation management and roster scheduling and/or general clerical duties such as typing and data entry.

Driver B means an employee who drives a passenger vehicle on site or to and from site and is required to hold a current heavy rigid or medium rigid licence in order to perform those duties.

Handyperson means an employee who is not a tradesperson and performs routine repair work and maintenance on site.

Gardener means an employee who is not a tradesperson and who performs gardening duties including the application of fertilisers, fungicides, herbicides and insecticides and the operation and minor maintenance of motorised equipment.

Storeperson means an employee who receives and stores general and perishable goods, including via the operation of a mechanical lifting device such as a forklift, and cleans and maintains the store area.

Airport reporting officer means an employee who oversees the logistics of the arrival and departure of aircraft at site and/or performs ramp handling and other airport related duties.

Team leader means an employee who is responsible for supervising and/or training a team of utility attendants, kitchen/dining room attendants, laundry attendants, housekeepers or cleaners.

Bar leader means an employee who is responsible for a bar or wet mess (including the receipt, delivery, recording and control of stock within such an area) and/or for supervising or training other bar attendants.

Leisure attendant means an employee without a formal qualification who plans and directs leisure activities on site.

Level 4

Utility (Cert III) means an employee who undertakes duties at Level 1, Level 2 or Level 3, who has completed an AQF Certificate III qualification (or above) relevant to their classification and who utilises skills and knowledge derived from those Certificate III competencies in their work.

Site administrator means an employee who has completed a relevant AQF Certificate III qualification (or above) and in addition to the duties of a front office attendant performs general clerical duties such as maintaining Company records, entering data into Company systems and processing financial information.

Senior Cook (Tradesperson) means an employee who has recently completed their trade qualification who has minimal industry experience either working in a commercial kitchen and/or in remote catering operations.

Line Chef (tradesperson) means a trade qualified chef who performs cooking, baking, pastry cooking or butchering duties, and may supervise kitchen attendants and other kitchen employees. A Line Chef has a minimum of 2 years post trade experience.

Gardener (tradesperson) means an employee who has completed a relevant trade qualification and who performs gardening duties including the formation, maintenance and care of gardens, lawns and trees; operating, maintaining and adjusting machinery; applying fertilisers, fungicides, herbicides and insecticides as directed, and training and supervision of other gardening employees.

Active life coordinator means an employee who has completed a relevant AQF Certificate III or trade equivalent qualification and who plans, co-ordinates and directs leisure activities on site.

Level 5

Administration supervisor means an employee who has completed a supervisory course and who is responsible for the supervision, training and work co-ordination of front office and/or administration employees.

Cleaning supervisor means an employee who has completed a supervisory course and who is responsible for supervising, training and co-ordinating the work of employees in a housekeeping department or cleaning department.

Catering supervisor means an employee other than a trade qualified chef who has completed a supervisory course and who is responsible for supervising, training and co-ordinating the work of employees in a kitchen or catering department.

Bar supervisor means an employee who has completed a supervisory course and who has full responsibility for the stock control or a bar or series of bars and for the supervision, training and work co-ordination of other bar attendants.

Gardening supervisor means a trade qualified gardener who, in addition to performing gardening duties, is responsible for supervising, training and co-ordinating the work of other gardening employees.

Stores supervisor means an employee who has full responsibility for a stores area including stock control and reconciliation, and for the supervision, training and work co-ordination of other store persons.

Senior Line Chef (tradesperson) means a trade qualified Chef who has a minimum of 4 years post trade industry experience. In addition to the duties of a Line Chef, a Senior Line Chef will be required to have successfully completed Company training modules including but not limited to Food Safety Supervision and People Leadership Essentials. Appointment of a Senior Line Chef is contingent on the operational requirements of the Company.

Level 6

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Chef supervisor means a ‘sous chef’ or a trade qualified chef who performs general or specialised cooking, butchering, baking or pastry cooking duties and/or supervises and trains other chefs, cooks and kitchen employees.

Level 7

Head chef means a trade qualified chef who performs general and specialised cooking duties, is responsible for ordering and stock control, and supervises, trains, co-ordinates the work of and manages the performance of other chefs, cooks and kitchen employees in a single kitchen establishment.

Camp / Hospitality Rates of Pay

Statement of Intent

The Transport BPIC embraces the philosophy of a "fair day's pay for a fair day's work". The Employer acknowledges the importance of camp and hospitality work to Projects covered by this BPIC.

Rates of pay will be set consistent with the principles and philosophy of this BPIC, taking into account remote and regional working conditions, site conditions, and the need to attract and retain a skilled and experienced workforce to ensure that site conditions are maintained and operated to the appropriate standard at all times.

Rates of pay will be established that are consistent with these conditions, and commensurate to relevant market rates on equivalent Projects. Such wage rates compensate Employees for all special skills and / or disabilities and / or special rates associated with the industry of the Employer prescribed in the relevant Award, except as provided in this document.

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DCL-21

Transport Infrastructure Project Delivery System
Volume 3 – Requirements

National Prequalification System for Civil (Road and Bridge) Construction Contracts, Incorporating Asphalt Prequalification

June 2022

DRAFT for consultation

Queensland Government

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Appendix E – Best Practice Principles (BPP) prequalification

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Appendix E – Best Practice Principles (BPP) prequalification

Guide notes:

- Interim application on a project-by-project basis.
- After 2023 (to be confirmed) will be implemented into the Prequalification application and renewal process.
- Each joint venture party needs to complete and pass the questionnaire.

E1 Introduction

The department's Best Practice Principles (BPP) prequalification system is applied as a specialist category, as permitted under the NPS. It operates in Queensland only, for the prequalification of contractors that are involved in departmental works. BPP prequalification is required for contractors to be engaged to deliver major projects of $100 million and above or declared projects. Mutually recognised prequalified contractors must apply for BPP prequalification in Queensland in order to be able to tender for BPP projects.

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

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

- Workplace health and safety systems and standards
- Commitment to apprentices and trainees
- Best practice industrial relations

The Department of Transport and Main Roads (TMR) fully supports the Queensland Government's priorities to improve matters such as employment conditions, safety and training opportunities for the transport civil construction industry and ensure the industry is, and remains, sustainable, safe and progressive.

To streamline tendering processes, TMR has included assessment of contractor's commitment to apply BPPs through this Queensland supplement to the NPS. This will assist the department to:

- Create a pool of prequalified contractors who have demonstrated capability for BPP-declared projects.
- Increase awareness of BPP requirements among TMR prequalified contractors.
- Reduce complexity for successful tenderers at contractual close of BPP projects.
- Reduce scope for variations with successful tenderers after contractual close.

E2 Queensland's Best Practice Principles

Table E2 – Queensland's Best Practice Principles

Category	Indicative Description of Works and Category Requirements
WHS systems and standards	Queensland's work health and safety laws aim to protect the health, safety and welfare of all workers at work. The laws also protect the health and safety of all other people who might be affected by the work. Queensland's work health and safety legal framework includes: • the Work Health and Safety Act 2011 • the Work Health and Safety Regulation 2011 • codes of practice. All contractors when prequalifying and tendering for BPP projects must comply with the Workplace Health and Safety requirements stated in **Item 3.2 of the Appendix B** of NPS and shall remain up to highest standard throughout the project duration.
Apprentices and Trainees	• Maximising training and development opportunities for apprentices and (with target participation for women and our First Australians)
Best practice industrial relations	• Ensuring subcontractors get paid and are not exploited through unscrupulous practices utilised by some industry operators (see the Queensland Government Project Bank Accounts) • Leveraging industry benchmarks that recognise the fair entitlements and employment conditions of skilled labour in the building and construction industry.

A separate application form has been developed for Applicant's that wish to apply for BPP prequalification in order to be able to tender for major projects of $100 million or above or declared projects. In addition to the questions in the prequalification application, further questions will be included in the Expression of Interest (Stage 1) processes as non-price criteria.

E3 Additional Terms and Conditions for BPP prequalification

Definitions:

Applicant is defined as the entity (either an individual, a company or partnership) that is applying for prequalification in order to be invited to submit tenders and enter into contracts with the Queensland Government.

Significant Individual is:

a. an 'influential person' for a company, means an individual, other than a director or secretary of the company, who is in a position to control or substantially influence the conduct of the company's affairs, including, for example, a shareholder, a financier or a senior worker;
b. a director, secretary, senior worker or senior Worker of the Applicant; or
c. in the case of a sole trader or individuals in partnership:
    i. the party/ies identified as the Applicant; and
    ii. an individual who is in a position to control or substantially influence the conduct of the Applicant's affairs, including, for example, a financier, a senior worker or senior Worker.

In addressing these Terms and Conditions the Applicant, who complies with legislative obligations:

1. acknowledges that the State will rely upon information provided by the Applicant to determine the Applicant's eligibility for registration
2. agrees that it will:
    a. make available to the State, upon request, all necessary documentation held or reasonably obtainable by the Applicant supporting its application for registration
    b. provide the names of all Significant Individuals of the Applicant
    c. notify the State without delay of material changes, if any, to its operational or management practices, and its financial or technical capacity, that may have an effect on its eligibility for registration
    d. be bound, upon registration, by the Conditions of Prequalification
3. agrees that the State may make all necessary enquiries of any person or persons regarding:
    a. the information provided by the Applicant in support of its application
    b. information from any source relating to the Applicant
    c. the performance and/or financial standing of the Applicant
4. commits to addressing the intent of the Best Practice Principles (BPP) through tender processes provided that the Contractor must at all times comply with legislative obligations
5. commits to addressing the Transport Best Practice Industry Conditions (BPIC) through tender processes provided that the Contractor must at all times comply with legislative obligations
6. commits to having, and will ensure all subcontractors comply with, a WHS training policy and procedure consisting of the following key elements:
    a. training needs analysis (TNA) based on a project risk assessment that is specific for the work site, and developed in consultation with workers
    b. training program development
    c. provision of training resources
    d. implementation of WHS training and apply learnings
    e. monitor and review the effectiveness and relevance of the training

7. commits to delivering the following Queensland Government Building and Construction Training Policy requirements:
   a. Provide the minimum percentage of total labour hours by apprentices and/or trainees and through other workforce training.
   b. Develop and implement a Skills Development Plan for the project, with the intent of developing the skills of existing workers and new entrants' apprentices and/or trainees.
   c. d. A training coordinator is to be engaged by the Principal Contractor to ensure the implementation of the Skills Development Plan.
8. commits to having a stakeholder relationship management plan for all BPP projects including interfaces with the following (where relevant):
   a. principal
   b. principal's representative
   c. contractor administrator
   d. consultants
   e. major subcontractors
   f. other subcontractors
   g. employer associations and employee organisations
   h. regulators and law enforcement agencies
   i. suppliers
   j. environmental or other stakeholder groups who may exercise positive or negative influence over the project or scope of works
9. commits to having, if required to do so under the Modern Slavery Act 2018 (Commonwealth), annual Modern Slavery Statements, and to meeting reporting requirements including uploading statements to the Australian Government's Online Register for Modern Slavery Statements
10. acknowledges that the Applicant has not been requested to provide an explanation about the entity's failure to comply with a requirement in relation to modern slavery statements or requested to undertaken remedial action in relation to that requirement, or that the Applicant (including its parent company or a Significant Individual) has not been subject to any convictions or prosecutions for any offences in relation to/under the Modern Slavery Act 2018 in the last 5 years
11. commits to supporting Mental Health and Suicide Prevention through:
   a. Accredited on-site programs
      i. You have delivered projects with site accreditation by a recognised mental health and suicide prevention program in the past.
      ii. You commit to achieving site accreditation by a recognised mental health and suicide prevention program on all Queensland Government projects in the future.
      iii. You commit to participating in the mental health and suicide prevention program being delivered on site.
   b. Employee Assistance Program
      i. You have delivered projects that offer an Employee Assistance Program to all workers in the past.
      ii. You commit to providing an Employee Assistance Program to all workers on all Queensland Government projects in the future
12. commits to Ending Domestic and Family Violence through having formal policies and

procedures that:

a. provides guidance to managers/leaders on how to recognise and respond to DFV being experienced by employees

b. raises awareness/educates employees of what DFV is; that it is unacceptable and will not be tolerated; and that acknowledges the gendered nature of DFV

c. supports employees to recognise and respond to DFV

d. provides referral pathways for both employers and employees to access the help they need or refer others on to the help they need.

E4 Assessment for BPP Prequalification

Assessment of the first five criteria in the BPP prequalification application form will align with the Queensland Government's Ethical Supplier Mandate (ESM). As per the ESM, points will be assigned following the demerit point system, where applicable.

Applicant shall address the questions. Should an Applicant's responses demonstrate a level of ESM non-compliance that would result in a Sanction under the ESM then BPP Prequalification will not be granted.

Normal review and appeal rights under the NPS will apply.

Categories of non-compliance under the Ethical Supplier Mandate	
Minor non-compliance	Two (2) demerits applied per instance
Moderate non-compliance	Five (5) demerits applied per instance
Major non-compliance	Ten (10) demerits applied per instance
Aggravated non-compliance	Twenty (20) demerits applied per instance

E5 Contractor Performance Reporting for BPP

BPP prequalified contractors must comply with Appendix D – Contractor Performance Reporting in TIPDS Volume 3.

Kristian Marlow

From: Kathie A Stephens [redacted]
Hawkswood [redacted]
Sent: Monday, 2 September 2024 1:25 PM
To: Damian Long
Cc: Benjamin J Donovan
Subject: Confidential and for feedback by 13 September 2024 – TMR Transport BPIC guidance
Attachments: 2024 External User Guide Transport BPIC v2.docx

Sensitivity: Confidential

Dear Damian

I would appreciate your confidential review of the attached draft *'Transport BPIC Overview'*, which the Director-General referred to in her correspondence of 30 August 2024 clarifying TMR's expectations on the application of the Transport BPIC.

This overview has been developed to improve awareness and understanding of the Transport BPIC and its contribution to promoting best practice industrial relations across the civil construction sector.

Your perspectives on this consultation draft as contractor representatives on the TMR-infrastructure industry advisory board are crucial in ensuring this guidance achieves its aim of enhancing clarity and transparency within our industry and is suitable for broader consultation. I highly value your early input.

As this is an early draft, it is intended **for your review only**, please treat it as confidential and refrain from sharing it.

Please send your feedback to Ben Donovan by close of business Friday, 13 September 2024. TMR will consider your feedback and produce a final draft, which will then be made available for broader consultation and feedback.

For any additional information or if you wish to discuss further, please contact me.

Regards
Dee

Deanne Hawkswood
Chief Procurement Officer
Finance & Procurement Branch
Department of Transport and Main Roads

[redacted]

P: [redacted] | M: [redacted]

[redacted]

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Opinions contained in this email do not necessarily reflect the opinions of the Department of Transport and Main Roads, or endorsed organisations utilising the same infrastructure.

CONFIDENTIAL CONSULTATION DRAFT: Overview of Best Practice Industry Conditions in Transport and Civil Construction Projects (Transport BPIC)

Issue Date:	July 2024
Version:	**CONFIDENTIAL CONSULTATION DRAFT – NOT GOVERNMENT POLICY**
Owner:	Program Director (BPIC)
Enquiries to:	bpic@tmr.qld.gov.au
Description:	Provides a guide to understanding the Best Practice Industry Conditions for Transport Civil Construction Projects (Transport BPIC) with respect to projects and programs delivered by the Department of Transport and Main Roads (TMR)
Applicable to:	Users external to TMR

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1. Introduction

The Queensland Government's Best Practice Industry Conditions for Transport Civil Construction Projects *(Transport BPIC)* is applicable to transport and water civil construction projects in Queensland that are valued between $100 million and $890 million, and other projects classified as 'declared' projects[1].

2. Purpose

This document explains the Transport BPIC in simple terms and is intended to raise awareness about the Transport BPIC across the civil construction sector. Sections 1 to 5 are intended to provide a foundational level of understanding. Those in the industry that require a more in-depth understanding or need assistance navigating the Transport BPIC should refer to Section 6.

3. Policy Framework

The Queensland Government is committed to maximising benefits for Queenslanders by using procurement investment to support quality local jobs, boost the Queensland economy and businesses and drive economic, ethical, environmental and social outcomes.

BPICs are a feature of this commitment and set standards to ensure that a workforce with optimal levels of skills and experience is attracted and retained for the life of a project's delivery and ensure that relevant stakeholders can interact in a positive, collaborative and productive way through to successful project completion. The below sections summarise the procurement policy framework and where the Transport BPIC is positioned within this framework.

3.1 The Queensland Government Procurement Policy

The Queensland Government Procurement Policy (QPP) is the government's overarching policy for the procurement of goods and services (including infrastructure).

3.2 Best Practice Principles

Under the QPP, departments must apply the BPPs to major projects of $100 million or more, or for 'declared' projects.

The BPPs address:

- quality safe workplaces
- engaging trainees and apprentices
- best practice industrial relations.

3.3 Best Practice Industry Conditions

To address best practice industrial relations within the BPP, the Queensland Government implemented Best Practice Industry Conditions.

Best Practice Industry Conditions take the form of a document that outlines the Queensland Government's expectations, in

[1] 'Declared' projects refers to projects that have been declared as being subject to the best practice principles through a declaration process. The declaration process requires consultation between the responsible Minister and the Minister for Energy, Renewables and Hydrogen and Minister for Public Works and Procurement; and approval from the Premier and Minister for Trade.

relevant industries, for best practice employment conditions for workers performing work on-site on BPP Projects.

To assist with the Queensland Government's commitments in relation to the Best Practice Principles (BPPs), including best practice industrial relations, TMR developed the Transport BPIC.

4. About the Transport BPIC

4.1 Overview

The Transport BPIC is a guidance document that establishes standards and expectations for contractors and sub-contractors, through a set of conditions, wage rates and allowances that reflect best practice industrial relations for the civil construction industry on BPP transport projects. It provides industry with certainty and transparency when addressing the Queensland Governments' BPPs in tenders, specifically focusing on industrial relations.

The Transport BPIC has been developed for projects with a value between $100 million (excluding GST) and $890 million (excluding GST). Different rates and allowances apply depending on the value of the project. Details are summarised in the table below.

Projects between $100 million to $890 million	Projects more than $890 million
• Transport BPIC is applied. • Includes indicative wage rates and allowances as outlined in Appendix A *(Wage Rates)* & Appendix B *(Allowances)* and relevant conditions for project values between $100 million to $300 million and $300 million to $890 million.	• If the project is greater than $890 million **and** has rates, allowances or conditions that differ to the Transport BPIC then a project-specific BPIC will be developed by the Department.

The Transport BPIC is fit-for-purpose for use in the civil construction fields of transport and water. Other industry sectors, such as building construction and renewable energy, have BPICs unique to the sector with specific rates and terms. These are different from those in the Transport BPIC. It is important for business to refer to the appropriate sector-specific BPICs when tendering and finalising any relevant industrial instrument for projects.

The Transport BPIC comes to life on individual projects via the project commercials. Accordingly, Principal Contractors must:

- consider the Transport BPIC prior to award of a contract when preparing their tenders for applicable TMR projects, and
- ensure this consideration translates to the development of any project specific industrial instrument.

When managing contracts on major civil construction projects, TMR closely monitors the delivery of contractual commitments, including agreed commitments relating to BPP and the Transport BPIC. TMR affords a high degree of attention to all discrete Transport BPIC costs passed through to the department to ensure they are valid and in accordance with the commercials.

4.2 Exclusions to the Transport BPIC

It is important to note the following **exclusions** to the Transport BPIC as outlined below.

The Transport BPIC is not intended to apply to:

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- administration, management, or professional services staff
- third party works such as Public Utility Plant, RoadTek or local government works.

The Transport BPIC does not apply to contractors or subcontractors that exclusively provide:

- architectural, design, surveying or quantity surveying services relating to construction work
- building, engineering, interior or exterior decoration or landscape advisory services relating to construction work
- soil testing services relating to construction work
- off-site prefabrication of made-to-order components to form part of any structure or works, unless that work is performed on an auxiliary or holding site that is separate from the primary construction site or sites
- transportation or supply of goods to be used for building work, directly to building sites (including any resources platform) where that work is being or may be performed.

4.3 Key Components of the Transport BPIC

The Transport BPIC encompasses three main standards: Quality Employment, Safe Workplace and Working with Unions. These standards are the basis of the Transport BPIC, supporting better employment, safety, and industrial relations outcomes.

- *Quality Employment Standards* – includes provisions which address various employment related matters that aim to attract and retain a skilled and motivated workforce for the current and future pipeline of TMR projects. This section is designed to ensure that all employees engaged in transport and water civil construction projects across Queensland are treated fairly and work under conditions that foster safety, equality, and professional growth. *(refer to pages 4 to 50 of the Transport BPIC)*.
- *Safe Work Standards* – includes provisions that promote safer work environments for workers on TMR projects *(refer to pages 51 to 82 of the Transport BPIC)*. This section is dedicated to establishing a secure and health-conscious work environment, ensuring compliance with all obligations under relevant legislation.
- *Working With Union Standards* – includes provisions relating to matters that promote cooperation and understanding between employers and employees including union related matters and activities *(refer to pages 83 to 85 of the Transport BPIC)*. It highlights the importance of cooperative and constructive relationships between employers, employees, and respective union delegates.

4.4 Transport BPIC Benefits

Expected key benefits of the Transport BPIC include:

- *Attraction and retention of a capable workforce*: the Transport BPIC, through competitive wages and allowances, creates the conditions needed to attract and retain a civil construction workforce capable of delivering transport and water civil construction projects for a growing Queensland.
- *Social responsibility and safety*: applying the Transport BPIC signifies a commitment to social outcomes such as improving diversity and inclusion on infrastructure projects. It also highlights the importance the department and government places on worker safety and wellbeing, aligning with public expectations.
- *Long-term industry improvement*: the Transport BPIC contributes to the long-term improvement of the industry by setting higher standards that encourage continuous improvement and innovation. This can lead to the development of best practices that benefit not only individual projects but the entire civil construction industry, lifting standards across the board.

4.5 Role of Principal Contractors

The Transport BPIC is provided to contractors during procurement and compliance of commitments made is monitored during the delivery phase.

Through the tender process, Principal Contractors are required to respond about whether the conditions of their own employees who will work on the project meet the intent of Transport BPIC and provide equivalency to the wages and conditions, as part of the tender process. Tender commitments made with respect to the Transport BPIC will form part of the contract.

Any enterprise agreement between a Principal Contractor and its workforce, including union involvement, is a matter for the contractor. It is expected these agreements support harmonious industrial relations, quality conditions for workers and efficient delivery.

Principal Contractors are to strive to ensure their bids and project costs stay within agreed budgets because securing long-term, sustainable funding and efficient delivery of transport infrastructure in Queensland benefits us all. This means Principal Contractors must:

- consider the Transport BPIC when preparing their tenders for applicable TMR projects, and ensure this consideration translates to the development of any project specific industrial instrument, if that is the applicable approach.
- operate within the approved budgets detailed in QTRIP and consider other project budget information and parameters TMR has provided when preparing their tenders and negotiating contracts. Noting, the Transport BPIC is now factored into project budget estimates in programs.
- advise other parties involved in the negotiation of any project specific industrial agreements that they have considered the Transport BPIC – the appropriate industry BPIC – when developing their proposal.

Where certain contract terms involve the direct pass through of Transport BPIC and or salary costs to TMR (for example to an agreed target cap) TMR will have a keen interest in ensuring:

- All parties are aware at the outset of the agreement who owns respective industrial relations financial risks and
- Prior to the finalisation of any project specific industrial instrument, contractors meet contractual obligations and drive expectations with relevant parties that they must operate within agreed thresholds.

Principal Contractors are expected to support and educate their current and prospective supply chain on their contractual obligations and to assist sub-contractors to understand the intent of the Transport BPIC requirements.

Principal Contractors are to take a *best endeavours* approach to Transport BPIC application across their sub-contractor workforce. This involves taking all steps necessary to reach agreement with potential subcontractors about implementing the intent of Transport BPIC.

4.6 Important considerations for sub-contractors

It is important to note that to work on a Transport BPIC project it is not mandatory for a subcontractor to implement the Transport BPIC, be party to an Enterprise Bargaining Agreement (EBA), nor be party to an Enterprise Bargaining Agreement (EBA) with any particular union.

5. Compliance

TMR has two mechanisms to ensure the BPPs, including the Transport BPIC, are included in TMR's supplier management and transport infrastructure procurement processes:

- a BPP prequalification category for Contractors
- Key Result Areas (KRAs).

5.1 BPP prequalification

TMR uses the Austroads National Prequalification System for Civil (Road and Bridge) Construction Contracts (NPS) to prequalify suppliers. The NPS assesses technical and managerial expertise, financial capacity, and previous performance against specialist and buyer categories.

A specific Queensland Supplement to the NPS includes the BPP and key elements of the Transport BPIC as prequalification requirements for contractors wishing to tender on BPP projects. The BPP prequalification category aligns TMR with similar requirements for building construction BPP projects and aims to simplify the tender process.

When fully implemented, contractors must be prequalified to tender for BPP projects.

5.2 Key Result Areas

Implementation of BPP and the Transport BPIC is led through set Key Result Areas (KRAs) during procurement for major projects (over $100 million excluding GST) enabling the evaluation of Transport BPIC and other Queensland Government outcomes in contractors' tender submissions.

Once the process is finalised, KRAs become part of the contract. In effect, KRAs form tender evaluation criteria and establish performance measures. The KRAs are:

The Transport BPIC is measured in KRA 1 (Quality Jobs). KRA 2 to 5 identify other key Queensland Government and department outcomes.

5.3 KRA Reporting

These KRAs provide standardised measures across major projects. Timely and accurate reporting of KRAs by Principal Contractors is required on major projects to monitor performance against the KRA commitments. Principal Contractors are expected to thoroughly understand and uphold their reporting obligations. Information and insights from KRA reporting will be an input to support future decisions on eligibility for contractors to tender on future projects.

6. Navigating the Transport BPIC

This section is for industry stakeholders that must have a moderate level of familiarity with the Transport BPIC. It can also be used as a reference point to readily identify areas of interest and navigate the Transport BPIC.

6.1 Quality Employment Standards

The 'Quality Employment Standards' section of the Transport BPIC is designed to ensure that all employees engaged in transport and water civil construction projects across Queensland are treated fairly and work under conditions that foster safety, equality, and professional growth. This section addresses various employment aspects such as consultation, wages, employment security, working conditions, health and safety and compliance with statutory regulations.

Topics included within the Quality Employment Standards include, but are not limited to:

Consultation and Communication

Employers must engage in effective consultation with employees, especially when introducing significant workplace changes that could impact employment terms or conditions. This includes setting up consultative committees and ensuring open lines of communication throughout the project lifecycle.

Employment Security

The Transport BPIC emphasises the importance of job security, advocating for continuous employment opportunities and the use of best endeavours to create permanent employment and to consider the prudent use of contractors. Employers are encouraged to prioritise permanent employment and consider the impact of subcontracting on their workforce.

Inclusion

The Transport BPIC emphasises the commitment to diversity and inclusion, focusing on significant representation of Aboriginal and Torres Strait Islander (ATSI) people and the promotion of women in the industry. It mandates cultural awareness training, provides career development opportunities for ATSI employees, and ensures female-friendly workplace amenities.

Contract of Employment

At the point of engagement, every employee must receive a written statement detailing their job role, employment status (permanent or casual), employer details, and specific conditions related to their role. This transparency is vital for ensuring that all parties are aware of their rights and obligations.

Wages and Allowances

The Transport BPIC specifies wage rates and allowances, ensuring that employees are compensated fairly based on the type of work and hours worked, including overtime and penalty rates. Allowances for tools, travel, and other job-related expenses are clearly defined to avoid disputes.

Working Conditions

Working conditions, including hours of work, leave entitlements, and provisions for overtime and shift work, are stipulated to protect employees from unreasonable work demands. Special attention is given to rostered days off and managing fatigue through proper scheduling.

Health and Safety

A significant focus is placed on maintaining a safe working environment. Employers must comply with all relevant health and safety regulations, conduct risk assessments, and ensure that all safety measures are in place and understood by employees.

Training and Development

Employers are required to provide necessary training and development opportunities to employees, ensuring they possess the skills and knowledge required to perform their duties safely and efficiently. This includes induction training and ongoing professional development.

Compliance and Auditing

Regular auditing is recommended to ensure compliance with the Transport BPIC standards. Employers must keep detailed records of employment conditions, safety measures, and compliance efforts to demonstrate adherence to the established standards.

6.2 Safe Workplace Standards

The 'Safe Workplace Standards' section of the Transport BPIC is dedicated to establishing a secure and health-conscious work environment, ensuring compliance with all obligations arising under the relevant Acts, Regulations, Code of Practice, Australian Standards and any relevant employer policies and procedures. This section outlines the responsibilities of employers to implement robust safety measures, conduct regular risk assessments, and ensure all employees are trained to handle their tasks safely.

Topics included within the Safe Work Standards include, but are not limited to:

Risk Management

Employers are required to identify, assess, and manage risks associated with transport and water civil construction activities. This includes the development of a detailed risk management plan that addresses potential hazards unique to each project.

Impairment Policy

Focuses on providing a safe work environment, managing impairment risks, and ensuring access to rehabilitation and support services. It includes mandatory training and various testing methods (self-testing, random, for-cause, post-incident, reasonable concern).

Health and Safety Training

Comprehensive training must be provided to all employees, covering key areas such as operational safety, emergency procedures, and the correct use of safety equipment. Training should be ongoing and adapted to new risks or changes in operations.

Emergency Procedures

Clear and accessible emergency response procedures must be established and communicated to all workers. These procedures should include instructions on how to respond to fire, accidents, and other emergencies on-site.

Personal Protective Equipment (PPE)

Employers must supply appropriate personal protective equipment to all employees at no cost to employees. The use of PPE should be strictly enforced as part of the daily routine on all project sites.

Workplace Facilities

Adequate facilities must be provided to ensure the health and comfort of employees. This includes clean restrooms, suitable break areas, and access to drinking water.

Health Surveillance

Regular health checks should be conducted for employees to monitor any adverse effects from their work environment, especially those exposed to hazardous materials or extreme conditions.

Incident Reporting and Investigation

A formal process for reporting and investigating workplace incidents must be in place. This helps in understanding the causes of incidents and preventing future occurrences.

Safety Audits

Regular safety audits are crucial to ensure ongoing compliance with health and safety standards. Audits help identify non-compliance and areas for improvement.

Contractor Management

Contractors and subcontractors must also comply with the established safety standards. Employers are responsible for ensuring that all contracted personnel are aware of and adhere to these safety requirements.

6.3 Working with Union Standards

The 'Working with Union' standards section of the Transport BPIC highlights the importance of ongoing cooperative and constructive relationships between employers, employees, and their union representatives. This section outlines the guidelines for engaging with unions to ensure effective communication, the resolution of disputes, and the promotion of workers' rights within transport and water civil construction projects.

Topics included in the Working with Union Standards include, but are not limited to:

Union Representation

Employees have the right to choose union representation, and employers must respect and facilitate the representation rights of unions in the workplace. This includes providing access to worksites for union officials under lawful conditions.

Consultation and Communication

Regular consultation with unions is required on matters likely to have a significant effect on union members' employment. This includes changes to working conditions, restructuring, and any proposed measures that may affect employees.

Dispute Resolution

The Transport BPIC prescribes a formal dispute resolution process to handle disagreements between employers and (union-represented) employees. The process emphasises resolving disputes at the lowest level possible, escalating to mediation or arbitration if necessary.

Training and Education

The Transport BPIC provides for leave for union related training for union delegates, enhancing employee involvement in union activities. This supports both personal and professional growth within the union context, aligning with broader workforce development goals.

Union Facilities

Adequate facilities should be provided for union activities within the workplace ensuring the union delegate is able to effectively perform their function/s in a professional and timely manner, including space for meetings and access to communication tools necessary for union duties.

Fair Practices

Employers must ensure that union members are not discriminated against in any aspect of employment or working conditions. Fair practices also mean transparency in sharing information necessary for unions to effectively represent their members.

6.4 Summary of Appendices within the Transport BPIC

The appendices in the Transport BPIC provide detailed supplementary information and resources to support the main content of the document. Each appendix is designed to offer specific guidance, forms, and examples that are crucial for the proper implementation of the standards and practices outlined in the Transport BPIC.

Appendix A: Wage Rates

Provides a comprehensive listing of wage rates applicable to various job classifications within the transport and water civil construction sectors *(refer to pages 86 to 92 of the Transport BPIC)*.

Appendix B: Allowances

Details the allowances applicable to employees involved in transport and water civil construction projects. This section serves as a comprehensive guide for both employers and

employees to understand the types of allowances provided, the conditions under which these allowances are paid, and the allowances applicable to different circumstances and roles *(refer to pages 93 to 97 of the Transport BPIC)*.

Appendix C: Classification Structure and Level Descriptions

Outlines the classification structure and level descriptions for roles within the transport and civil construction sectors. This section provides a clear framework for categorising job roles based on responsibilities, skills required, and experience levels, ensuring employees are correctly classified and compensated *(refer to pages 98 to 117 of the Transport BPIC)*.

Appendix D: Additional Electrical Trade Definitions

Provides specific definitions and criteria for various roles within the electrical trades involved in transport and water civil construction projects. This section is essential for clarifying the qualifications, responsibilities, and specialisations unique to the electrical industry, ensuring precise understanding and compliance with industry standards *(refer to pages 118 to 130 of the Transport BPIC)*.

Appendix E: Standards Definitions

Contains a glossary of standard definitions that apply throughout the guidance document. This section is crucial for ensuring that all stakeholders have a uniform understanding of key terms and concepts used in the Transport BPIC. These definitions clarify terminology related to employment conditions, workplace standards, and compliance requirements in the transport and water civil construction sector *(refer to pages 131 to 135 of the Transport BPIC)*.

Appendix F: Forms and Additional Documents

Serves as a repository for all forms and additional documents required for compliance and operational purposes within transport and water civil construction projects. This appendix ensures that stakeholders have access to standardised documents that facilitate consistent application of the Transport BPIC standards across various projects and situations *(refer to pages 136 to 138 of the Transport BPIC)*.

Appendix G: Best Practice Industry Conditions for Rail Infrastructure Projects

Specifically addresses the unique requirements and standards applicable to rail infrastructure projects (Rail BPIC Guidelines). This section elaborates on the best practices that need to be adhered to in order to ensure safety, efficiency, and compliance within the specialised context of rail construction and maintenance *(refer to pages 139 to 146 of the Transport BPIC)*.

Appendix H: Additional remote and regional civil construction standards

Focuses on specific standards and practices essential for civil construction projects located in remote and regional areas. This section addresses the unique challenges and requirements of working in less accessible locations, ensuring that projects are managed safely, efficiently, and in accordance with environmental and community considerations *(refer to pages 147 to 155 of the Transport BPIC)*.

CONFIDENTIAL CONSULTATION DRAFT: Overview of Best Practice Industry Conditions in Transport and Civil Construction Projects (Transport BPIC)

Issue Date:	July 2024
Version:	**CONFIDENTIAL CONSULTATION DRAFT – NOT GOVERNMENT POLICY**
Owner:	Program Director (BPIC)
Enquiries to:	bpic@tmr.qld.gov.au
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1. Introduction

The Queensland Government's Best Practice Industry Conditions for Transport Civil Construction Projects *(Transport BPIC)* is applicable to transport and water civil construction projects in Queensland that are valued between $100 million and $890 million, and other projects classified as 'declared' projects[1].

2. Purpose

This document explains the Transport BPIC in simple terms and is intended to raise awareness about the Transport BPIC across the civil construction sector. Sections 1 to 5 are intended to provide a foundational level of understanding. Those in the industry that require a more in-depth understanding or need assistance navigating the Transport BPIC should refer to Section 6.

3. Policy Framework

The Queensland Government is committed to maximising benefits for Queenslanders by using procurement investment to support quality local jobs, boost the Queensland economy and businesses and drive economic, ethical, environmental and social outcomes.

BPICs are a feature of this commitment and set standards to ensure that a workforce with optimal levels of skills and experience is attracted and retained for the life of a project's delivery and ensure that relevant stakeholders can interact in a positive, collaborative and productive way through to successful project completion. The below sections summarise the procurement policy framework and where the Transport BPIC is positioned within this framework.

3.1 The Queensland Government Procurement Policy

The Queensland Government Procurement Policy (QPP) is the government's overarching policy for the procurement of goods and services (including infrastructure).

3.2 Best Practice Principles

Under the QPP, departments must apply the BPPs to major projects of $100 million or more, or for 'declared' projects.

The BPPs address:

- quality safe workplaces
- engaging trainees and apprentices
- best practice industrial relations.

3.3 Best Practice Industry Conditions

To address best practice industrial relations within the BPP, the Queensland Government implemented Best Practice Industry Conditions.

Best Practice Industry Conditions take the form of a document that outlines the Queensland Government's expectations, in

[1] 'Declared' projects refers to projects that have been declared as being subject to the best practice principles through a declaration process. The declaration process requires consultation between the responsible Minister and the Minister for Energy, Renewables and Hydrogen and Minister for Public Works and Procurement; and approval from the Premier and Minister for Trade.

relevant industries, for best practice employment conditions for workers performing work on-site on BPP Projects.

To assist with the Queensland Government's commitments in relation to the Best Practice Principles (BPPs), including best practice industrial relations, TMR developed the Transport BPIC.

4. About the Transport BPIC

4.1 Overview

The Transport BPIC is a non-mandatory guidance document that establishes standards and expectations for contractors and sub-contractors, through a set of conditions, wage rates and allowances that reflect best practice industrial relations for the civil construction industry on BPP transport projects. It provides industry with certainty and transparency when addressing the Queensland Governments' BPPs in tenders, specifically focusing on industrial relations.

The Transport BPIC has been developed for projects with a value between $100 million (excluding GST) and $890 million (excluding GST). Different rates and allowances apply depending on the value of the project. Details are summarised in the table below.

Projects between $100 million to $890 million	Projects more than $890 million
• Transport BPIC is applied. • Includes indicative wage rates and allowances as outlined in Appendix A *(Wage Rates)* & Appendix B *(Allowances)* and relevant conditions for project values between $100 million to $300 million and $300 million to $890 million.	• If the project is greater than $890 million **and** has rates, allowances or conditions that differ to the Transport BPIC then a project-specific BPIC will be developed by the Department.

The Transport BPIC is fit-for-purpose for use in the civil construction fields of transport and water. Other industry sectors, such as building construction and renewable energy, have BPICs unique to the sector with specific rates and terms. These are different from those in the Transport BPIC. It is important for business to refer to the appropriate sector-specific BPICs when tendering and finalising any relevant industrial instrument for projects.

The Transport BPIC comes to life on individual projects via the project commercials. Accordingly, Principal Contractors must:

- consider the Transport BPIC prior to award of a contract when preparing their tenders for applicable TMR projects, and
- ensure this consideration translates to the development of any project specific industrial instrument.

When managing contracts on major civil construction projects, TMR closely monitors the delivery of contractual commitments, including agreed commitments relating to BPP and the Transport BPIC. TMR affords a high degree of attention to all discrete Transport BPIC costs passed through to the department to ensure they are valid and in accordance with the commercials.

4.2 Exclusions to the Transport BPIC

It is important to note the following **exclusions** to the Transport BPIC as outlined below.

The Transport BPIC is not intended to apply to:

- administration, management, or professional services staff
- third party works such as Public Utility Plant, RoadTek or local government works.

The Transport BPIC does not apply to contractors or subcontractors that exclusively provide:

- architectural, design, surveying or quantity surveying services relating to construction work
- building, engineering, interior or exterior decoration or landscape advisory services relating to construction work
- soil testing services relating to construction work
- off-site prefabrication of made-to-order components to form part of any structure or works, unless that work is performed on an auxiliary or holding site that is separate from the primary construction site or sites
- transportation or supply of goods to be used for building work, directly to building sites (including any resources platform) where that work is being or may be performed.

4.3 Key Components of the Transport BPIC

The Transport BPIC encompasses three main standards: Quality Employment, Safe Workplace and Working with Unions. These standards are the basis of the Transport BPIC, supporting better employment, safety, and industrial relations outcomes.

- *Quality Employment Standards* – includes provisions which address various employment related matters that aim to attract and retain a skilled and motivated workforce for the current and future pipeline of TMR projects. This section is designed to ensure that all employees engaged in transport and water civil construction projects across Queensland are treated fairly and work under conditions that foster safety, equality, and professional growth. *(refer to pages 4 to 50 of the Transport BPIC)*.
- *Safe Work Standards* – includes provisions that promote safer work environments for workers on TMR projects *(refer to pages 51 to 82 of the Transport BPIC)*. This section is dedicated to establishing a secure and health-conscious work environment, ensuring compliance with all obligations under relevant legislation.
- *Working With Union Standards* – includes provisions relating to matters that promote cooperation and understanding between employers and employees including union related matters and activities *(refer to pages 83 to 85 of the Transport BPIC)*. It highlights the importance of cooperative and constructive relationships between employers, employees, and respective union delegates.

4.4 Transport BPIC Benefits

Expected key benefits of the Transport BPIC include:

- *Attraction and retention of a capable workforce*: the Transport BPIC, through competitive wages and allowances, creates the conditions needed to attract and retain a civil construction workforce capable of delivering transport and water civil construction projects for a growing Queensland.
- *Social responsibility and safety*: applying the Transport BPIC signifies a commitment to social outcomes such as improving diversity and inclusion on infrastructure projects. It also highlights the importance the department and government places on worker safety and wellbeing, aligning with public expectations.
- *Long-term industry improvement*: the Transport BPIC contributes to the long-term improvement of the industry by setting higher standards that encourage continuous improvement and innovation. This can lead to the development of best practices that benefit not only individual projects but the entire civil construction industry, lifting standards across the board.

4.5 Role of Principal Contractors

The Transport BPIC is provided to contractors during procurement and compliance of commitments made is monitored during the delivery phase.

Through the tender process, Principal Contractors are required to respond about whether the conditions of their own employees who will work on the project meet the intent of Transport BPIC and provide equivalency to the wages and conditions, as part of the tender process. Tender commitments made with respect to the Transport BPIC will form part of the contract.

Any enterprise agreement between a Principal Contractor and its workforce, including union involvement, is a matter for the contractor. It is expected these agreements support harmonious industrial relations, quality conditions for workers and efficient delivery.

Principal Contractors are to strive to ensure their bids and project costs stay within agreed budgets because securing long-term, sustainable funding and efficient delivery of transport infrastructure in Queensland benefits us all. This means Principal Contractors must:

- consider the Transport BPIC when preparing their tenders for applicable TMR projects, and ensure this consideration translates to the development of any project specific industrial instrument, if that is the applicable approach.
- operate within the approved budgets detailed in QTRIP and consider other project budget information and parameters TMR has provided when preparing their tenders and negotiating contracts. Noting, the Transport BPIC is now factored into project budget estimates in programs.
- advise other parties involved in the negotiation of any project specific industrial agreements that they have considered the Transport BPIC – the appropriate industry BPIC – when developing their proposal.

Where certain contract terms involve the direct pass through of Transport BPIC and or salary costs to TMR (for example to an agreed target cap) TMR will have a keen interest in ensuring:

- All parties are aware at the outset of the agreement who owns respective industrial relations financial risks and
- Prior to the finalisation of any project specific industrial instrument, contractors meet contractual obligations and drive expectations with relevant parties that they must operate within agreed thresholds.

Principal Contractors are expected to support and educate their current and prospective supply chain on their contractual obligations and to assist sub-contractors to understand the intent of the Transport BPIC requirements.

Principal Contractors are to take a *best endeavours* approach to Transport BPIC application across their sub-contractor workforce. This involves taking all steps necessary to reach agreement with potential subcontractors about implementing the intent of Transport BPIC.

4.6 Important considerations for sub-contractors

It is important to note that to work on a Transport BPIC project it is not mandatory for a subcontractor to implement the Transport BPIC, be party to an Enterprise Bargaining Agreement (EBA), nor be party to an Enterprise Bargaining Agreement (EBA) with any particular union.

5. Compliance

TMR has two mechanisms to ensure the BPPs, including the Transport BPIC, are included in TMR's supplier management and transport infrastructure procurement processes:

- a BPP prequalification category for Contractors
- Key Result Areas (KRAs).

5.1 BPP prequalification

TMR uses the Austroads National Prequalification System for Civil (Road and Bridge) Construction Contracts (NPS) to prequalify suppliers. The NPS assesses technical and managerial expertise, financial capacity, and previous performance against specialist and buyer categories.

A specific Queensland Supplement to the NPS includes the BPP and key elements of the Transport BPIC as prequalification requirements for contractors wishing to tender on BPP projects. The BPP prequalification category aligns TMR with similar requirements for building construction BPP projects and aims to simplify the tender process.

When fully implemented, contractors must be prequalified to tender for BPP projects.

5.2 Key Result Areas

Implementation of BPP and the Transport BPIC is led through set Key Result Areas (KRAs) during procurement for major projects (over $100 million excluding GST) enabling the evaluation of Transport BPIC and other Queensland Government outcomes in contractors' tender submissions.

Once the process is finalised, KRAs become part of the contract. In effect, KRAs form tender evaluation criteria and establish performance measures. The KRAs are:

The Transport BPIC is measured in KRA 1 (Quality Jobs). KRA 2 to 5 identify other key Queensland Government and department outcomes.

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5.3 KRA Reporting

These KRAs provide standardised measures across major projects. Timely and accurate reporting of KRAs by Principal Contractors is required on major projects to monitor performance against the KRA commitments. Principal Contractors are expected to thoroughly understand and uphold their reporting obligations. Information and insights from KRA reporting will be an input to support future decisions on eligibility for contractors to tender on future projects.

6. Navigating the Transport BPIC

This section is for industry stakeholders that must have a moderate level of familiarity with the Transport BPIC. It can also be used as a reference point to readily identify areas of interest and navigate the Transport BPIC.

6.1 Quality Employment Standards

The 'Quality Employment Standards' section of the Transport BPIC is designed to ensure that all employees engaged in transport and water civil construction projects across Queensland are treated fairly and work under conditions that foster safety, equality, and professional growth. This section addresses various employment aspects such as consultation, wages, employment security, working conditions, health and safety and compliance with statutory regulations.

Topics included within the Quality Employment Standards include, but are not limited to:

Consultation and Communication

Employers must engage in effective consultation with employees, especially when introducing significant workplace changes that could impact employment terms or conditions. This includes setting up consultative committees and ensuring open lines of communication throughout the project lifecycle.

Employment Security

The Transport BPIC emphasises the importance of job security, advocating for continuous employment opportunities and the use of best endeavours to create permanent employment and to consider the prudent use of contractors. Employers are encouraged to prioritise permanent employment and consider the impact of subcontracting on their workforce.

Inclusion

The Transport BPIC emphasises the commitment to diversity and inclusion, focusing on significant representation of Aboriginal and Torres Strait Islander (ATSI) people and the promotion of women in the industry. It mandates cultural awareness training, provides career development opportunities for ATSI employees, and ensures female-friendly workplace amenities.

Contract of Employment

At the point of engagement, every employee must receive a written statement detailing their job role, employment status (permanent or casual), employer details, and specific conditions related to their role. This transparency is vital for ensuring that all parties are aware of their rights and obligations.

Wages and Allowances

The Transport BPIC specifies wage rates and allowances, ensuring that employees are compensated fairly based on the type of work and hours worked, including overtime and penalty rates. Allowances for tools, travel, and other job-related expenses are clearly defined to avoid disputes.

Working Conditions

Working conditions, including hours of work, leave entitlements, and provisions for overtime and shift work, are stipulated to protect employees from unreasonable work demands. Special attention is given to rostered days off and managing fatigue through proper scheduling.

Health and Safety

A significant focus is placed on maintaining a safe working environment. Employers must comply with all relevant health and safety regulations, conduct risk assessments, and ensure that all safety measures are in place and understood by employees.

Training and Development

Employers are required to provide necessary training and development opportunities to employees, ensuring they possess the skills and knowledge required to perform their duties safely and efficiently. This includes induction training and ongoing professional development.

Compliance and Auditing

Regular auditing is recommended to ensure compliance with the Transport BPIC standards. Employers must keep detailed records of employment conditions, safety measures, and compliance efforts to demonstrate adherence to the established standards.

6.2 Safe Workplace Standards

The ‘Safe Workplace Standards’ section of the Transport BPIC is dedicated to establishing a secure and health-conscious work environment, ensuring compliance with all obligations arising under the relevant Acts, Regulations, Code of Practice, Australian Standards and any relevant employer policies and procedures. This section outlines the responsibilities of employers to implement robust safety measures, conduct regular risk assessments, and ensure all employees are trained to handle their tasks safely.

Topics included within the Safe Work Standards include, but are not limited to:

Risk Management

Employers are required to identify, assess, and manage risks associated with transport and water civil construction activities. This includes the development of a detailed risk management plan that addresses potential hazards unique to each project.

Impairment Policy

Focuses on providing a safe work environment, managing impairment risks, and ensuring access to rehabilitation and support services. It includes mandatory training and various testing methods (self-testing, random, for-cause, post-incident, reasonable concern).

Health and Safety Training

Comprehensive training must be provided to all employees, covering key areas such as operational safety, emergency procedures, and the correct use of safety equipment. Training should be ongoing and adapted to new risks or changes in operations.

Emergency Procedures

Clear and accessible emergency response procedures must be established and communicated to all workers. These procedures should include instructions on how to respond to fire, accidents, and other emergencies on-site.

Personal Protective Equipment (PPE)

Employers must supply appropriate personal protective equipment to all employees at no cost to employees. The use of PPE should be strictly enforced as part of the daily routine on all project sites.

Workplace Facilities

Adequate facilities must be provided to ensure the health and comfort of employees. This includes clean restrooms, suitable break areas, and access to drinking water.

Health Surveillance

Regular health checks should be conducted for employees to monitor any adverse effects from their work environment, especially those exposed to hazardous materials or extreme conditions and psychosocial hazards

Incident Reporting and Investigation

A formal process for reporting and investigating workplace incidents must be in place. This helps in understanding the causes of incidents and preventing future occurrences.

Safety Audits

Regular safety audits are crucial to ensure ongoing compliance with health and safety standards. Audits help identify non-compliance and areas for improvement.

Contractor Management

Contractors and subcontractors must also comply with the established safety standards. Employers are responsible for ensuring that all contracted personnel are aware of and adhere to these safety requirements.

6.3 Working with Union Standards

The ‘Working with Union’ standards section of the Transport BPIC highlights the importance of ongoing cooperative and constructive relationships between employers, employees, and their union representatives. This section outlines the guidelines for engaging with unions to ensure effective communication, the resolution of disputes, and the promotion of workers' rights within transport and water civil construction projects.

Topics included in the Working with Union Standards include, but are not limited to:

Union Representation

Employees have the right to choose or not choose the relevant union representation, and employers must respect and facilitate the representation rights of unions in the workplace. This includes providing access to worksites for union officials under lawful conditions.

Consultation and Communication

Regular consultation with unions is required on matters likely to have a significant effect on union members' employment. This includes changes to working conditions, restructuring, and any proposed measures that may affect employees.

Dispute Resolution

The Transport BPIC prescribes a formal dispute resolution process to handle disagreements between employers and (union-represented) employees. The process emphasises resolving disputes at the lowest level possible, escalating to mediation or arbitration if necessary.

Training and Education

The Transport BPIC provides for leave for union related training for union delegates, enhancing employee involvement in union activities. This supports both personal and professional growth within the union context, aligning with broader workforce development goals.

Union Facilities

Adequate facilities should be provided for union activities within the workplace ensuring the union delegate is able to effectively perform their function/s in a professional and timely manner, including space for meetings and access to communication tools necessary for union duties.

Fair Practices

Employers must ensure that union members are not discriminated against in any aspect of employment or working conditions. Fair practices also mean transparency in sharing information necessary for unions to effectively represent their members.

6.4 Summary of Appendices within the Transport BPIC

The appendices in the Transport BPIC provide detailed supplementary information and resources to support the main content of the document. Each appendix is designed to offer specific guidance, forms, and examples that are crucial for the proper implementation of the standards and practices outlined in the Transport BPIC.

Appendix A: Wage Rates

Provides a comprehensive listing of wage rates applicable to various job classifications within the transport and water civil construction sectors *(refer to pages 86 to 92 of the Transport BPIC)*.

Appendix B: Allowances

Details the allowances applicable to employees involved in transport and water civil construction projects. This section serves as a comprehensive guide for both employers and

employees to understand the types of allowances provided, the conditions under which these allowances are paid, and the allowances applicable to different circumstances and roles *(refer to pages 93 to 97 of the Transport BPIC)*.

Appendix C: Classification Structure and Level Descriptions

Outlines the classification structure and level descriptions for roles within the transport and civil construction sectors. This section provides a clear framework for categorising job roles based on responsibilities, skills required, and experience levels, ensuring employees are correctly classified and compensated *(refer to pages 98 to 117 of the Transport BPIC)*.

Appendix D: Additional Electrical Trade Definitions

Provides specific definitions and criteria for various roles within the electrical trades involved in transport and water civil construction projects. This section is essential for clarifying the qualifications, responsibilities, and specialisations unique to the electrical industry, ensuring precise understanding and compliance with industry standards *(refer to pages 118 to 130 of the Transport BPIC)*.

Appendix E: Standards Definitions

Contains a glossary of standard definitions that apply throughout the guidance document. This section is crucial for ensuring that all stakeholders have a uniform understanding of key terms and concepts used in the Transport BPIC. These definitions clarify terminology related to employment conditions, workplace standards, and compliance requirements in the transport and water civil construction sector *(refer to pages 131 to 135 of the Transport BPIC)*.

Appendix F: Forms and Additional Documents

Serves as a repository for all forms and additional documents required for compliance and operational purposes within transport and water civil construction projects. This appendix ensures that stakeholders have access to standardised documents that facilitate consistent application of the Transport BPIC standards across various projects and situations *(refer to pages 136 to 138 of the Transport BPIC)*.

Appendix G: Best Practice Industry Conditions for Rail Infrastructure Projects

Specifically addresses the unique requirements and standards applicable to rail infrastructure projects (Rail BPIC Guidelines). This section elaborates on the best practices that need to be adhered to in order to ensure safety, efficiency, and compliance within the specialised context of rail construction and maintenance *(refer to pages 139 to 146 of the Transport BPIC)*.

Appendix H: Additional remote and regional civil construction standards

Focuses on specific standards and practices essential for civil construction projects located in remote and regional areas. This section addresses the unique challenges and requirements of working in less accessible locations, ensuring that projects are managed safely, efficiently, and in accordance with environmental and community considerations *(refer to pages 147 to 155 of the Transport BPIC)*.

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Sunwater Limited (Sunwater)

Best Practice Industry Conditions (BPIC)

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Best Practice Industry Conditions (BPIC) for Sunwater

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

Projects identified as subject to the Best Practice Principles and the value for money assessment must also include application of all the following BPPs:

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

Sunwater fully supports the Queensland Government's priorities to improve matters such as employment conditions, safety and training opportunities for the region and ensure the industry is, and remains sustainable, safe, and progressive.

To assist with the Queensland Government's commitments in relation to the BPPs, including best practice industrial relations, Sunwater has developed this guidance document (BPIC). In developing this BPIC, Sunwater has had regard to the Department of Transport Main Roads (TMR) 'Best Practice Industry Conditions for Transport Civil Construction Projects', which has been subject to stakeholder engagement and has been amended to reflect feedback from market and the ACCC, in particular Section 45 – Anti competitive agreements, in the Code.

This BPIC is an expression of Sunwater's interpretation of government policy as it relates to best practice industry relations for the water infrastructure industry. It sets standards and expectations to ensure that a workforce with optimal levels of skills and experience is attracted and retained for the life of a project's delivery and ensure that relevant stakeholders can interact in a positive, collaborative and productive way through to successful project completion.

Sunwater will ensure dam safety compliance by delivering on its Dam Safety Improvement Programme, which includes major brownfield civil and building construction projects being carried out on the majority of its Dams.

These dams are predominately located in remote regional areas across Queensland with seasonal weather conditions impacting the opportunities to deliver critical construction activities during certain periods of the year.

Flexibility in rostering arrangements, night work or 24-hour operations and work patterns is required to enable the safe, environmental and economic sustainability of projects.

The remote location of projects will require a construction workforce to travel to site and remain in site-based accommodation facilities for the duration of project defined rosters.

This BPIC is a guidance document and is not mandatory. An Offeror can demonstrate the intent and outcomes of this BPIC in any manner it chooses to nominate throughout the procurement process. Sunwater will give full and reasonable consideration to alternative ways of achieving this BPIC. If a particular supplier is referred to within this BPIC, any relevant entitlement or obligation relates to that supplier or any suitable equivalent supplier which the Offeror may wish to nominate. Nothing in the BPIC shall require an Offeror to make any commitment that would breach any laws.

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Part A: Quality Employment Standards

1 Contract of Employment

1.1 At the point of engagement of each Employee, the Employer will 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 BPIC, or alternatively, access to the BPIC in electronic format at the discretion of the Employee.

1.2 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.

1.3 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 the applicable contribution funds. The Employee shall also continue to accrue all appropriate leave entitlements in accordance with the Employee Industrial Instrument and applicable legislation in respect of the Employee's absence due to the workers' compensation claim.

2 Employment Security

2.1 Without limiting the Employer's right to determine its operational requirements the Employer and Employee 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.

2.2 The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this BPIC.

2.3 The Employer is also committed to maintaining a stable and skilled workforce, having regard to the contribution that a stable and skilled workforce has for an 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 reasonably practicable to do so.

2.4 If the Employer wishes to engage subcontractors or supplementary labour to perform work which is usually performed by its own Employees under this BPIC, the Employer must consider any matters raised in consultation by potentially affected Employees before making any final decision to engage subcontractors or supplementary labour.

2.5 Following consultation and subject to this clause, the decision whether to engage subcontractors or supplementary labour is a decision of the Employer alone. Any dispute as to the application of this clause will be dealt with under the dispute settlement procedure under this BPIC. The Employer will ensure that all subcontractors are bona fide contractors and engage their employees on lawful terms and conditions.

2.6 Notwithstanding this provision, the Employer acknowledges that it has obligations to Sunwater to ensure that in the selection of subcontractors it meets the expectations of the Best Practice Principles and BPIC.

3 Inclusion

The Employer acknowledges the importance and benefits of having a diverse and inclusive workplace. The Employer will have policies (or other mechanisms) which outline their commitments to diversity and inclusiveness.

Aboriginal and Torres Strait Islander

3.1. The Employer recognises there is a significant Aboriginal and Torres Strait Islander population within Queensland and is committed to ensuring a significant representation of people who identify themselves as Aboriginal and Torres Strait Islander.

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

3.3. A 'Welcome to Country' ceremony will be arranged with the Traditional Owners when the number of workers undertaking work on the project reach 50, as part of the Employers commitment to the principles of social, restorative justice and cultural affirmation. The Employer will also implement policies that ensure:

(a) access to annual leave for participation in cultural and ceremonial activities;

(b) skill and career development opportunities for Aboriginal and Torres Strait Islander Employees; and

(c) the development of retention and promotion for Aboriginal and Torres Strait Islander Employees.

Women in the Industry

3.4. The Employer and Employee respect equal employment opportunity and it is recognised the demographic of the construction industry could better reflect the diversity of the Queensland population. To that end, the Employer and Employee support the promotion of women into the industry and develop initiatives to achieve this objective including ways to encourage and assist women to seek and maintain employment and assist women to seek and maintain employment and to progress into leadership positions in the construction industry.

3.5. 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.

3.6. The Employer and Employee recognise the right of women to feel safe at work. Sexual harassment, intimidation, ostracism or any other unacceptable behaviour will not be tolerated and my result in disciplinary action in accordance with this agreement. The Employer agrees to ensure appropriate avenues for reporting unacceptable behaviour are in place and all employees are made aware of those avenues.

Mature Age Workers

3.7. The Employer and Employee recognise that a lifetime in the construction industry can take in a toll on a person's 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 for workers over the age of 50.

4 Individual Flexibility Arrangement

4.1 Where the Employer and an Employee want to enter into an individual flexibility arrangement it must be in writing. Where an Employee's understanding of written English is limited, the Employer must take all reasonable measures to ensure the Employee understands the arrangement.

4.2 The Employer must ensure that any individual flexibility arrangement is genuinely agreed to by the Employer and the Employee and that the terms of the variation agreement:

4.2.1 are about permitted matters under section 172 of the FW Act;

4.2.2 relate only to the terms specified in the Employee Industrial Instrument;

4.2.3 are not unlawful terms under section 194 of the FW Act; and

4.2.4 result in the Employee being better off overall than the Employee would be if no individual flexibility arrangement was made.

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

4.3.1 in writing;

4.3.2 includes the name of the Employer and Employee;

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

4.3.4 provided to the Employee within 14 days after it is agreed; and

4.3.5 able to be terminated by either the Employer or Employee giving written notice in accordance with the Employee Industrial Instrument, or at any time by the Employer and Employee agreeing in writing.

5 Hours of Work

5.1 Ordinary hours

Except as provided elsewhere in this BPIC, the ordinary working hours will be in accordance with an Employee Industrial Instrument which is usually worked between 6.00 a.m. and 6.00 p.m. Monday to Friday. All time worked outside these hours shall be in accordance with the Employee Industrial Instrument and paid at the applicable rates.

5.2 Start and finish times

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

(a) provide notice to affected Employees of the change to start and finish times in accordance the affected Employees Industrial Instrument; and

(b) have regard to fatigue management.

5.3 Weekend Work

5.3.1 Where ordinary hours are worked on a Saturday the Employees will be paid in accordance with the Employee Industrial Instrument and the NES.

5.3.2 Where the ordinary hours are worked on a Sunday the employees will be paid in accordance with the Employee Industrial Instrument and the NES.

6 Shift Work

6.1 Shift Work is a necessary feature of the Employer's operation and Employees may be required to work shift work in accordance with operational needs. Shift Work may be worked to suit operational requirements. The requirement to work shift work will only occur after consultation in accordance with the Employee Industrial Instrument with the appropriate employees.

6.2 Start and finish times of shifts will be in accordance with an Employee Industrial Instrument taking into consideration the sector that an Employee works.

6.3 Shift Workers will be paid in accordance with Employee Industrial Instrument taking into consideration the sector that an Employee works in.

6.4 For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime must apply in accordance with an Employee Industrial Instrument, taking into consideration the sector that an Employee works in.

6.5 Where an Employee works shifts for less than five successive days, the applicable penalty rate will be payable in lieu of the applicable shift loading in accordance with an Employee Industrial Instrument, taking into consideration the sector that an Employee works in.

6.6 All time worked by a shiftworker in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes), or on a shift other than a rostered shift, must apply in accordance with an Employee Industrial Instrument, taking into consideration the sector that an Employee works in. This will not apply when the overtime is worked as a result of arrangements between the Employees themselves, or for the purpose of effecting the customary rotation of shifts.

7 Overtime

7.1 All time worked in excess of the ordinary hours, must be paid in accordance with an Employee Industrial Instrument, taking into consideration the sector that an Employee works in.

7.2 It is the intention of the Employer and Employees that overtime will be only worked in accordance with the Employee Industrial Instrument and fatigue management requirements and applicable legislation.

7.3 An Employee may refuse to work overtime in accordance with Employee Industrial Instrument applicable WHS requirements.

8 Roster Arrangements

8.1 Project rosters are defined on the project requirements, taking into account project duration, location and seasonal weather conditions.

8.2 Flexibility must exist to modify project rosters from time to time to meet the seasonal weather conditions to ensure the health and safety of employees and to enable the safe operations of existing dam infrastructure.

8.3 The Employer must be committed to providing as much notice as is reasonably practicable for a change of project roster.

8.4 The ordinary working hours will be averaged over a 20-working day 4-week cycle to allow for the accrual and taking of rostered days off (RDO), worked between 6.00 a.m. and 6.00 p.m. Monday to Friday. The accrual of RDO's will be in accordance with the Employee Industrial Instrument.

8.5 RDO's will be scheduled and taken off in accordance with an Employee Industrial Instrument.

8.6 Payment for RDOs will be in accordance with an Employee Industrial Instrument.

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

8.8 An Employee who has not worked a complete cycle will receive pro rata accrued entitlements payable for the RDO.

8.9 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.

8.10 Where the Employer wants an Employee or Employees to work on an RDO, the agreement to work by an Employee on an RDO will be in accordance with terms set out in the Employee Industrial Instrument.

8.11 The Employer will be committed to providing as much notice as is reasonably practicable for a requirement to work.

8.12 An Employee may refuse to work an RDO in the circumstances specified in an Employee Industrial Instrument.

9 Apprentices and Trainees

9.1 Employers must comply with the Queensland Government Building and Construction Trading Policy.

9.2 Apprentices/Trainees shall be entitled to all applicable rates, allowances and conditions of employment prescribed by the Employee Industrial Instrument.

9.3 Apprentice Training

An Employer recognises that a significant commitment to structured training and skill development is required. An Employer will recognise the importance of the apprenticeship system to the construction industry:

9.3.1 if the Employer employs seven (7) or more tradespeople in any one classification the Employer will be encouraged to employ an apprentice(s) or make arrangements to host an apprentice from an agreed scheme;

9.3.2 the Employer will be committed to ensuring that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised; and

9.3.3 if the Employer does not currently have an apprentice as provided for in paragraphs above, reasonable time shall be allowed to enable the Employer to comply with this clause.

10 Casual Employment

10.1 A casual Employee is an Employee employed with no firm commitment to continuing any indefinite work according to an agreed pattern of work for the person. When a person is engaged for a casual employment the Employee will be informed in writing that the Employee is to be employed as a casual, the job to be performed, the classification level, the actual or likely length of engagement including number of hours to be worked per week, and the relevant rate of pay.

10.2 A casual Employee shall be entitled to all applicable rates and conditions of employment prescribed by the Employee Industrial Instrument. Generally, in accordance with an Employee

Industrial Instrument a casual employee is not entitled to annual leave, paid personal/carer's leave, paid community service leave, notice of termination and redundancy benefits. A casual Employee is entitled to unpaid compassionate leave and carer's leave and other unpaid leave in accordance with the NES.

10.3 On each occasion a casual Employee is required to attend work, the casual Employee shall be entitled to payment for a minimum of four (4) hours plus the relevant fares and travel allowance prescribed by the Employee Industrial Instrument. An Employee Industrial Instrument may prescribe a minimum engagement period more than four (4) hours.

10.4 A casual Employee working ordinary time shall be paid a casual loading at the percentage prescribed in accordance with the Employee Industrial Instrument for the Employee's classification.

10.5 A casual Employee required to work overtime, or weekend work shall be entitled to the relevant penalty rates prescribed in accordance with the Employee Industrial Instrument.

10.6 Termination of all casual engagements shall require one hour's prior 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.

10.7 Casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in excess of twelve (12) months, 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.

11 Termination of Employment

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

11.2 Performance/General Misconduct

If 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 BPIC.

11.3 Step 1 – First Written Warning

11.3.1 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:

11.3.1.1 the issues of concern; and

11.3.1.2 the standards of improvement required.

11.3.2 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.

11.4 Step 2 – Final Written Warning

11.4.1 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:

11.4.1.1 the issues of concern; and

11.4.1.2 the standards of improvement required; and

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

11.4.2 If an Employee does not repeat the same offence which produced the need for the final warning, within twelve (12) months of the warning, the final warning advice becomes null and void and cannot be considered grounds for dismissal.

11.5 Step 3 – Dismissal

If after receiving a final warning, the Employee repeats the same conduct within a period of twelve (12) 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.

11.6 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.

11.7 The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two business days of termination. This claim shall be regardless of whether or not the Employee remains on the job.

11.8 The Employer must also comply with all employment termination-related requirements under an Employee Industrial Instrument, which shall prevail to the extent of any inconsistency with this BPIC.

12 Wage Rates

12.1 The wage rates compensate for all special skills and/or disabilities and/or special rates, associated with the industry of the Employer prescribed in the Award, except as provided in this BPIC (rates are given per hour for ordinary hours of work).

12.2 For classification structures and level descriptors see Appendix 2.

13 Superannuation

13.1 The Employer shall pay superannuation in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) as amended from time to time.

14 Salary Sacrifice Arrangements

14.1 Employees may have access to salary sacrifice arrangements in addition to the compulsory arrangement detailed above. The requirements of any such arrangements shall ensure that:

14.1.1 accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual Employee.

14.1.2 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.

14.2 The Employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the Employees.

15 Redundancy Contributions

15.1 The Employer will meet all liabilities for Redundancy payments and further to ensure that an amount equal to the credit balance of the Employee's account in the Employee's Redundancy fund is paid to the Employee when the Employee is entitled to that payment pursuant to the terms of the Employee Industrial Instrument or where the Employer is a member of Redundancy fund (as defined in this BPIC) an amount prescribed by the fund.

16 Allowances

16.1 Fares and Travel Allowance

All employees shall be entitled to receive the fares and travel allowance in accordance with the Employee Industrial Instrument.

16.2 Leading Hand Allowance

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 the leading hand allowance appropriate for the number of persons in the Employee's charge as described in the Employee Industrial Instrument. 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 as described in the Employee Industrial Instrument.

16.3 Power Tools

Where an Employee is specifically required to supply their own power tools 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. Power tools allowance shall be paid at the rates provided in the Employee Industrial Instrument.

16.4 Tradesperson Allowance

An Employee engaged as a Tradesperson who possesses as a minimum qualification a trade certificate may receive an allowance as provided for in the Employee Industrial Instrument. The Tradesperson allowance shall be paid at the rates provided in the Employee Industrial Instrument.

16.5 Electrician Licence Allowance

16.5.1 Where an Employee is engaged and is working as an Electrical Tradesperson and where the Employee is required to hold an appropriate electrician’s license, the Employee will receive an allowance. The Electrician Licence allowance shall be paid at the rates provided in the Employee Industrial Instrument.

16.5.2 For the purpose of this allowance, an appropriate Electrician’s License will be a Queensland Electrician’s License, or authorised license recognition from the Queensland Department of Fair Trading.

16.6 Qualified Technical Person Allowance

16.6.1 Any Electrical Mechanic who holds the qualifications eligible to be granted an Electrical Contractors' Licence, may be named as a QTP to an electrical contracting company.

16.6.2 The QTP who is required to fulfil the role of endorsee to the electrical contracting company and sign the appropriate paperwork, will be paid the weekly allowance, detailed in the Employee Industrial Instrument.

16.6.3 The Employer will support the QTP in meeting their obligations under the Electrical Safety Act.

The QTP’s role will include but not be limited to:

- investigations of any near miss or incident involving electricity;
- conduct random inspections of tradesman's work and oversee new tradesman work when they begin;
- be involved with review and implementation of new testing and commissioning procedures and any other procedure that involves electricity; and
- setting up safe systems of work.

16.7 Certificate Allowance

An employee who is the holder of a scaffolding certificate or rigging certificate issued by the appropriate certifying authority and is required to act on that certificate whilst engaged on work requiring a certificated person is entitled to a certificate allowance. This allowance shall be paid the allowances detailed in the Employee Industrial Instrument.

16.8 Distant Work or Living Away from Home Allowance

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

16.8.2 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.

16.8.3 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.

16.8.4 Where an Employee is engaged on distant work, the Employer will pay the Employee, in addition to all other entitlements, a daily allowance as provided in the Employee Industrial Instrument

16.8.5 Employees rostered for distant work must be notified in writing by the Employer.

16.8.6 An Employee may refuse to work in circumstances where the working would result in the Employee working hours which are unreasonable in accordance with the Employee Industrial Instrument and the applicable WHS requirements.

16.8.7 All time spent by Employees travelling to and from distant work will be paid in accordance with the Employee Industrial Instrument.

16.8.8 The living away from home allowance (per night) shall be paid at the rates provided for in accordance with the Employee Industrial Instrument.

16.9 Health and Safety Representative

Where an employee is elected by Employees of the Employer as an HSR and agrees to undertake the required training to fulfil the role, the Employee will be classified in accordance with the Employee Industrial Instrument, or the Employee's usual classification. In addition, an HSR may be entitled to an all-purpose hourly allowance.

17 Annual Leave

17.1 A full time Employee is entitled to annual leave at the rate of four (4) weeks at the ordinary wage rate for each year of continuous service as consistent with the FW Act, NES, and Employee Industrial Instrument. Part-time Employees are entitled to a pro rata amount of annual leave in accordance with the NES.

17.2 Notwithstanding the above, an employee defined as a shift worker for the purposes of the NES will be entitled to an additional week of annual leave as provided for in the NES. A shift worker shall be defined by the Employee Industrial Instrument.

17.3 In addition to paid annual leave, the Employee will receive an annual leave loading in accordance with the Employee Industrial Instrument.

17.4 Annual leave accrues on a weekly basis and accumulated annual leave hours will be credited to an Employee upon the completion of each one (1) week period of service with the Employer.

17.5 The Employer may direct an Employee to take accrued leave.

17.6 Unused annual leave carries forward each year.

17.7 It is recommended that Employees provide the minimum require notice period required under the Employee Industrial Instrument (or otherwise at least six (6) weeks' notice where no notice period is specified under the Employee Industrial Instrument) of their intention to take annual leave and must ensure that their request for leave has been approved prior to the leave being taken. Annual leave must be taken at a time mutually agreed between the Employer and Employee and in accordance with operational requirements.

17.8 The Employer may direct Employees to take accrued annual leave during the Christmas/New Year holiday period shutdown period. If an employee does not have sufficient accrued leave for the period of the shutdown, then the employee may be required to take leave without pay for the balance of the shutdown period for which leave is not accrued. The shutdown period is generally seven (7) days but the precise number of days will be agreed and communicated to Employees at least one (1) month prior to the shutdown period.

17.9 At the written agreement between the Employer and Employee and in accordance with an Employee Industrial Instrument, annual leave may be taken as a payment in lieu of leave subject to the following:

17.9.1 balance of four (4) weeks leave must be maintained; and

17.9.2 the payment in lieu will be equal to the pay for that period as prescribed in subclause 16.9.

17.10 Cashed out annual leave will be paid at the Employee's ordinary rate of pay plus annual leave loading, in accordance with an Employee Industrial Instrument.

17.11 Casual Employees do not accrue any annual leave.

18 Long Service Leave

18.1 All Employees are entitled to long service leave, 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).

19 Other Leave

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

19.1.1 personal illness or injury (sick leave);

19.1.2 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

19.1.3 bereavement leave.

19.2 Personal leave shall accrue in accordance with an Employee Industrial Instrument.

19.3 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.

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

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

19.6 Family and Domestic Violence Leave will be in accordance with the NES.

20 Engagement of Non-Citizens or Non-Residents

20.1. The Employer is committed to providing employment opportunities to locals within the region, Queenslanders and Australians. The Employer recognises that the engagement of temporary non-citizens or non-residents may undermine the job security of the Employees covered by this BPIC.

20.2. In this clause the term 'temporary engagement of non-citizens or non-residents' 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.

20.3. The Employer will not engage temporary non-citizens or non-residents 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

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

Part B: Safe Workplace Standards

1 Personal Protective Equipment (PPE)

1.1 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

(b) 6 sets of shirts and shorts/trousers, overalls or bib and brace overalls, or any combination as agreed; and

(c) 1 high visibility jacket during the winter months.

1.2 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.

1.3 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.

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

2 Training and Related Matters

2.1 The Employer and Employee 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 the project.

2.2 The Employer will commit to increasing the skills of the employees and other workers on a project. The Employer will collaborate with relevant industry participants (for example, Construction Skills Queensland) to ensure training and employment outcomes within the industry are maximized.

2.3 Where possible training and skill development is to be carried out in normal working hours.

2.4 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 maybe provided to attain the relevant nationally recognised formal qualification.

2.5 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, where the training is required by the Employer for the Project.

2.6 HSR Training

Any Employees elected as a workplace HSR (Health and Safety Representative) will undertake a training course approved by the State Government and provided by the Employer in accordance with the legislation, at no cost to the Employee.

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

3 Health and Safety Representatives

3.1 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.

3.2 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.

3.3 The Employer and Employee recognise the important role of HSRs. The HSRs have a key role in the early intervention in health and safety issues.

3.4 The HSR shall be allowed to consult on matters directly concerned with safety of workers, and promote the safe conduct of work generally.

4 Health and Safety Representative Meetings

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

5 Procedure for Dealing with Safety Incidents

5.1 The Employer and the Employees 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 the Employee Industrial Instrument.

5.2 The Employer and Employee 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 – the Employees or their elected HSR representatives collectively referred to as "Nominated Parties"

5.3 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.

5.4 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

5.5 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.

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

(i) the degree and imminent risk to the Employees or other persons affected by the issue;

(ii) the number and location of Employees and other persons affected by the issue;

(iii) the measures both temporary and permanent that must be implemented to resolve the issue;

(iv) who will be responsible for implementing the resolution measures;

(v) whether the hazard or risk can be isolated; and

(vi) the time that may elapse before the hazard or risk is permanently corrected.

5.7 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 document 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.

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

5.9 Direction to cease work

i. If –

1. an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of the Employer; and
2. the issue concerns work which involves an immediate threat to the health and safety of a person; and
3. given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 5.7 above –

ii. 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.

iii. 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

6 Toolbox Meetings

6.1 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, BPIC 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.

7 Quality Building Materials

7.1 The Employer and Employee 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.

(d) The Employer and Employee 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.

7.2 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.

7.3 In order to maintain compliance with the Code, and in line with other regulatory requirements, the Employer will maintain records in accordance with relevant legislation.

Part C: Administration

1 Consultation

1.1 Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the term of the Contract.

1.2 Consultative Committees may be set up for this purpose in accordance with the Employee Industrial Instrument.

1.3 If the Employer has made a decision to introduce a major workplace change that is likely to have a Significant Effect on a number of Employees, the Employer must consult with the Employee(s) who will be affected by the decision in accordance with the Employee Industrial Instrument.

2 Disputes Settlement Procedure

2.1 A major objective of this BPIC 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 BPIC or incidental to the operation of this BPIC should be dealt with as close to its source as possible. Disputes over matters arising from the Employee Industrial Instrument or the NES, shall be dealt with according to the procedure contained in the Employee Industrial Instrument.

The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with the Employee Industrial Instrument.

3 Security of Payments

3.1 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.

3.2 The Employer acknowledges its obligations under the *Building Industry Fairness (Security of Payment) Act 2017* (Qld).

3.3 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.

3.4 The Employer will:

3.4.1 comply with all applicable laws and other requirements relating to the security of payments that are due to subcontractors;

3.4.2 ensure that payments which are due and payable are made in accordance with applicable legislative requirements and are not unreasonably withheld;

3.4.3 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

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

3.5 The Employer will keep records demonstrating its compliance with clause 3.4 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 3.4 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).

4 Sham Contracting

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

4.2 The Employer recognises that the practice of sham contracting is unlawful and undermines the job security of the Employees covered by this BPIC. The Employer will ensure that sham contracting does not occur.

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

4.3.1 the name of the Contractor;

4.3.2 the owner(s) of the Contractor;

4.3.3 the works that the Contractor was engaged to perform;

4.3.4 basis on which the Contractor was paid for the work e.g. lump sum/fixed price, daily rate, other; and

4.4 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:

4.4.1 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 contactor; and

4.4.2 if the contract were entered into with the individual, the contract would be a contract of employment.

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

4.5.1 the name of the Contractor;

4.5.2 the owner(s) of the Contractor;

4.5.3 the works that the Contractor was engaged to perform;

4.5.4 the basis on which the Contractor was paid for the work, e.g. lump sum/fixed price, daily rate, other; and

4.5.5 advice as to whether the works that the Contractor was engaged to perform were previously performed by an Employee covered by this BPIC.

4.6 Nothing in this sub-clause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988* (Cth).

5 Relationship to Awards and Other Documents

5.1 The following are industrial instruments that may be an Employees Industrial Instrument for the Project

(a) Building and Construction General On-site Award 2010;

(b) Mobile Crane Hiring Award 2010;

(c) Electrical, Electronic and Communications Award 2010;

(d) Plumbing and Fire Sprinklers Award 2010;

(e) Asphalt Industry Award 2020;

(f) Concrete Products Award 2020;

(g) Premixed concrete Award 2020;

(h) Professional Employees Award 2020;

(i) Rail Industry Award 2020; and

(j) Surveying Award 2020.

6 Compliance with this BPIC

6.1 Complaints, queries and concerns regarding entitlements paid in relation to an Employee Industrial Instrument shall be raised and resolved in accordance with the disputes procedure in this BPIC. 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.

6.2 In addition to above, the Parties recognise their ongoing legal requirement to be compliant with Australian laws and regulations.

6.3 The Employer will conduct an audit to confirm compliance with:

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

6.3.2 Legislative requirements such as:

6.3.2.1 the Fair Work Act 2009;

6.3.2.2 Queensland Workers Compensation;

6.3.2.3 Superannuation; and

6.3.2.4 Long Service Leave.

6.4 This audit will be conducted annually and/or when there is a request by an Employee that there is a reasonable suspicion of non-compliance of the Employee Industrial Instrument. The audit will be undertaken in accordance with ISO9001-2008 by an auditing company. A copy of the audit record will be provided to the relevant Employees.

7 Positing of Documents and Notices

7.1 A true copy of this BPIC shall be exhibited in a conspicuous and convenient place on the Employer's worksite so as to be read by Employees.

8 Severability

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

9 Time and Wages Records

9.1 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 in accordance with FW Regulation 3.46.

10 Employee Representatives

10.1 Where an Employee has been elected as an Employee Representative, the Employer will recognise the following rights:

10.1.1 the right to be treated fairly and to perform their role without any discrimination in their employment;

10.1.2 for the Employee Representative to represent an Employee where requested in relation to a grievance, dispute or a discussion with an Employee;

10.1.3 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;

10.1.4 the right 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;

10.1.5 the right to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace;

10.1.6 the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts; and

10.1.7 any other entitlements, such as paid leave or reasonable time off relevant to the Employee representation as set out in the Employee Industrial Instrument.

Appendices

1 Appendix 1 – Standard Definitions

The following definitions shall apply to this BPIC:

- **Apprentice** or **Trainee** means an apprentice or trainee within the meaning of the *Vocational Education, Training and Employment Act 2000* (Qld). Apprenticeship and Traineeship have a corresponding meaning.
- **Award** as described and as outlined in Part C, clause 5 of this BPIC.
- **Best Practice Principles** means the State of Queensland's Best practice principles: Quality, safe workplaces policy document, as amended from time to time.
- **Casual Employee** means an Employee as defined by the FW Act or the Employee Industrial Instrument.
- **Employee** means an employee of the Employer.
- Employee Industrial Instrument means the applicable industrial instrument for the relevant Employee.
- **Employer** means the company that employs workers who are engaged in water infrastructure works within the State of Queensland.
- **FW Act** means the *Fair Work Act 2009* (Cth).
- **FWC** means the Fair Work Commission.
- **HSR** means Health and Safety Representative elected to represent workers on health and safety and matters have responsibilities under the WHS Act.
- **Injury** shall have the same definition as the *Workers' Compensation and Rehabilitation Act 2003* (Qld) as applicable.
- **NES** means the National Employment Standards prescribed by the *Fair Work Act 2009* (Cth).
- **Onsite** means work that does not include the following:
  - The off-site prefabrication of made-to-order components to form part of any building, structure or works, unless that work is performed on an auxiliary or holding site that is separate from the primary construction site or sites.
  - The transportation or supply of good to be used for any of the work mentioned above (in the BCIIP Act definition of 'building work'), directly to construction sites where that work is being or may be performed.
- **Overtime** means any time worked in excess of or outside of the ordinary working hours as prescribed in Part A, clause 5 of this BPIC.
- **Person Conducting a Business or Undertaking** or **PCBU** means a business or an undertaking that is either conducted alone or with others, whether or not for profit or gain.
- **QTP** means a Queensland Technical Person.
- **Redundancy** means a situation where an Employee ceases to be employed by the Employer, other than for reasons of serious and willful misconduct, whereas Redundant has a corresponding meaning.
- **RDO** means rostered day off.
- **Tradesperson** means an employee who possesses as a minimum qualification a trade certificate.
- **Wage Rate** means the Employee's ordinary hourly rate of pay as set out in this BPIC.
- **WHS Act** means the *Work Health and Safety Act 2011* (Qld) where applicable.
- **Workplace Impairment Policy and Procedures** means the Workplace Impairment Policy and Procedures as set out in the Impairment Policy attached as Appendix 3.

2 Appendix 2 – Classification Structure and Level Descriptions

An Employees classification will be described in the Employee Industrial Instrument.

The Employee Industrial Instrument will describe the Employees classification and related skill streams, the skills and duties, indicative tasks to be perform.

The Employee Industrial Instrument will also describe the qualifications required for the classification and may describe the progression to further levels.

3 Appendix 3 – Impairment Policy

Principles

1.1. The health, wellbeing and safety of employees are of paramount importance to the employer, employees.

1.2. 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.

1.3. 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.

1.4. 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.

1.5. 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.

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

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.

Structure

The Impairment Policy is categorised in order with the intended implementation:

3.1. Training & Awareness

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; and

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 Employee Assistance Programs. Support is strictly non- punitive and can be accessed at any time (self-identification of the need for help is strongly encouraged).

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.

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.

Policy Implementation Will Involve the Following Steps

5.3. PC/Employer and Employees shall agree on a policy start date.

5.4. Engagement of an agreed training and rehabilitation/treatment service providers.

5.5. Provision of on-going Workplace Impairment Training (WIT) and Preliminary Impairment Assessors training (PIA). Ongoing promotion of this policy.

5.6. 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.

5.7. 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

5.8. Any employee who is assessed as being impaired shall be advised to contact the rehabilitation/treatment provider.

5.9. 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.

5.10. 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.

5.11. 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;

(b) All direct employees of the PC as a condition of their employment must agree to adhere to the terms and conditions of the impairment policy.

Notwithstanding anything else contained in the policy, the costs of all testing contained within this policy shall be borne by the PC unless otherwise specified in this BPIC.

Definition of a Worker

6.1. 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.

Training

7.1. The training provider shall be the Workplace Impairment Officer or other agreed provider between the Employee 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.

7.2. 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.

7.3. 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.

7.4. 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;

7.5. All training must be delivered Face to Face (F2F).

7.6. 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 a standard drink is 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.

7.7. 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.

7.8. No worker can be tested for drugs and/or alcohol unless they have been trained in this policy.

Testing Methods

8.1. Alcohol Testing Method

(a) 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.

8.2. 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).

8.3. 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

Testing Provider

9.1. Must be NATA Accredited.

9.2. Must have accreditation AS4760:2006 Procedures for specimen collection and the detection and quantitation of drug abuse in oral fluid.

9.3. Must be agreed upon by the PC/Employer and the Employees.

9.4. 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.

9.5. Before the Authorised Testing Agent is engaged to be the sample collector for the principal 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.

Room Requirements

10.1. 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.

10.2. 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;

ii. 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.

Testing Requirements

11.1. 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:

(a) Alcohol - on the day of testing all workers onsite shall be required to submit a breath sample i.e. blanket testing.

11.2. 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 Employees 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:

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

11.3. The increased testing requirements shall continue until no Confirmed Positive test results are recorded for 2 consecutive testing periods.

11.4. Other Jobs

(a) On jobsites/workplaces where there is no Commonwealth contribution testing frequency will be agreed upon by mutual consent by the PC/Employer and the Employees. Testing requirements will remain the same for all jobsites i.e., blanket alcohol and code requirements for drug testing.

Prescribed Medications

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.

12.5. 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.

12.6. 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.

Special Circumstances for Prescription Medication

13.1. 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.

13.2. 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

(c) Designated Collector before the commencement of testing;

(d) 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.

13.3. 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.

13.4. 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.

13.5. 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.

Testing Results

14.1. 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 Employees. 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 BPIC, 15.1 Alcohol- d) will apply.

14.2. 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 Employees, 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.

(f) A worker returning to the workplace following their exclusion for a Positive Result Confirmatory test will be required to submit to a drug and alcohol test prior to commencing work and receive a Negative Result Initial Test for Drugs or Alcohol prior to commencing work.

Forms of Testing

15.1. 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.

15.2. Random Shift Testing

(a) In terms of Random Shift Testing it is in imperative that the PC/Employer and the Employees 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.

(g) 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.

15.3. 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.

15.4. 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.

15.5. 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 phenomenon occurs, which is:

- the direct observation of the employee of use of, and/or the physical behavioural symptoms of being impaired by, alcohol; and/or
- Unusual and/or inexplicable actions by the employee; or
- There is evidence that the employee is involved in the use or possession of alcohol and/or other drugs while working; or
- The employee has breached safety precautions or procedures.

15.6. 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.

Refusal to Test

16.1. 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.

Disciplinary Action

17.1. The following sets out the action which may be taken when a worker returns a confirmed positive result to an alcohol or drug test.

17.2. 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.

17.3. 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.

17.4. 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.

17.5. A worker who fails to attend EAP sessions may be disciplined under this policy in accordance with principles of natural justice.

17.6. No disciplinary action will be taken in respect of positive test results from a self-test.

Support

18.1. The Principal Contractor (PC)/Employer will make available support to workers in respect of drug and alcohol issues. This will include:

(a) allowing access to any employee support programs; and

(b) provide an employer funded Employee Assistance Provider (EAP) to be available to workers.

18.2. The worker will be allowed to access a employee support program and/or EAP counselling during normal working hours and without loss of pay, or any form of employer retribution.

Self – Declaration

19.1. 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.

19.2. 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.

Privacy

20.1. 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;

20.2. 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.

20.3. All Positive Results Confirmatory Test will be maintained on the relevant Worker’s personnel records located at the workplace.

20.4. Protections from Worker Deoxyribonucleic Acid (DNA) misuse

20.5. 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.

These protections will be notified to Workers during training

Consultation

21.1. 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 Employees and any other relevant stakeholders.

21.2. The attendees shall seek to reach agreement on any proposed amendments.

21.3. No amendments shall be implemented unless agreement is reached by the Employer, the Employees.

21.4. Employment Assistance Program (EAP)

21.5. 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.

21.6. 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.

21.7. 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

Kristian Marlow

From: Sharon Bailey [redacted]
Sent: Monday, 24 July 2023 8:00 AM
To: Andrew Chapman
Cc: Damian Long
Subject: RE: Renewable BPIC

Hi Andrew

I've checked in with Energy – they have sought feedback from a small number of wind farm contractors and solar farm contractors, and as a result of that the draft BPICs is undergoing a substantial reworking, to make it more fit for purpose.

I'm happy to talk more as this progresses – it's been through a few iterations, but it seems to be getting closer.

Regards
Sharon

From: Andrew Chapman
Sent: Friday, 14 July 2023 6:22 PM
To: Sharon Bailey
Cc: 'Damian Long'
Subject: Re: Renewable BPIC

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Sharon;

Thanks for the update- I hope that there is an immediate opportunity for us to make comment.

I must admit I do find it strange that neither the CCF or QMCA as the main industry bodies were included in the initial consultation.

Regards

Andrew

Get Outlook for iOS

From: Sharon Bailey [redacted]
Sent: Friday, July 14, 2023 5:20:59 PM
To: [redacted]
Cc: 'Damian Long' [redacted]
Subject: RE: Renewable BPIC

Hi Andrew

Apologies for not getting back to you yesterday.

Let me chase this one down for you – I understand there have been some confidential briefings of industry, that have occurred through the Energy Division, but I think they have now finalised that stage.

I'll check though, thing's have moved around a bit, so I need to check my facts.

Thanks for reaching out and hope all is well with you.

Sharon

From: [redacted]
Sent: Thursday, 13 July 2023 11:52 AM
To: Sharon Bailey [redacted]
Cc: 'Damian Long' [redacted]
Subject: Renewable BPIC

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Sharon;

How are you?

At the recent QLD Hydro briefing specific mention was made of the "Renewables BPIC" and a number of QMCA members have indicated that they too have either heard of it, or seen a copy (but under NDA's).

We are keen to provide some considered response, as it is the construction industry that has to manage the relevant aspects included in these documents.

Can you please share with the QMCA a copy of the Renewable/ Energy BPIC so that industry can provide a response/ review of the document to help inform any final version of this document please?

Regards

QMCA
QUEENSLAND MAJOR CONTRACTORS ASSOCIATION

Andrew Chapman
CEO
[redacted]
www.qmca.com.au

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Thank you.

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DCL-26

Standard Best Practice Industry Conditions – Renewable Energy Projects 2023 - 2027

Queensland Government

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Part 1 -COMMON CLAUSES

1. TITLE

This Document will be known as the BPIC Minimum Employment Conditions Policy

2023-2027.

2. OBJECTIVES OF THIS POLICY

The key objective of this policy is to set out the minimum terms and conditions of employment for Employees performing work on Queensland Government funded projects. The purpose of this Policy is to ensure that the Queensland Government projects conform with best practice industrial relations. In consultation with relevant stakeholders, this Policy has been developed to ensure that the terms are conditions of employment are commensurate with the challenges associated with working in the construction industry and which:

a) promote safe working conditions;

b) a functional work/life balance;

c) a comfortable standard of living; and

d) provide a framework that seeks to maximise productivity minimise lost time through genuine communication consultation collaboration.

Where there is an inconsistency with a term in the 'Common Clauses' and a term of the Appendix, the term of the Appendix shall prevail to the extent of any inconsistency. Unless the term of the Common Clause is more beneficial, in which case the term of the Common Clause shall prevail.

3. DEFINITIONS

The following definitions shall apply to this Policy:

ACT is the *Fair Work Act 2009 (Cth)*

Adult apprentice means any person who is 21 years of age or over at the time of commencing an apprenticeship.

Apprentice or Trainee means an apprentice or trainee within the meaning of the Further education and training act 2014 Apprenticeship and Traineeship have a corresponding meaning.

Australian Super means the Trustee for Australian Super (ABN 90 709 422 146).

Award mean the Building and Construction General On-site Award 2020, Electrical, Electronic and Communications Contracting Award 2020, Mobile Crane Hiring Award 2020 and the Plumbing and Fire Sprinklers Award 2020, each as amended from time to time.

BERT is an acronym used for the Building Employee Redundancy Trust (ACN 82 010 917 281) (BERT Fund) as described in the Trust Deed creating the BERT Fund.

BEWT is an acronym for the Building Employees Welfare Trust. The "BEWT Fund" means the fund established pursuant to a deed between B.E.R.T Pty Limited and James Kristen Peterson. "Trustee of the BEWT Fund" means B.E.R.T Pty Limited or any trustee appointed under the BERT Redundancy Trust Deed.

BUSS(Q) is an acronym for the Building Unions Superannuation Scheme (Queensland) Pty Ltd. ABN 85 571 332 201.

CBUS is an acronym for the Construction and Building Industry Superannuation Pty Ltd (ABN 75 493 363 262);

CIPQ means Construction Income Protection Queensland Ltd (ACN 110 841 962).

CIRT means the Contracting Industry Redundancy Trust (ABN 49 011 050 329); CIPS means Construction Income Protection Scheme.

Construction Worker means an Employee engaged to perform work in one of the classifications set out in Part 2 of this Policy;

Dispute means any dispute or grievance that arises at the workplace between an employee or and the employer, or between the Union and the employer, about the NES or the interpretation or application of this Policy or in relation to any matters pertaining to the relationship between the employer and an employee (or employees), or that between the employer and the Union, including but not limited to a dispute about any condition of employment or industrial matter.

Double time and a half means one and a half day's wages in addition to the Employee's ordinary time rate of pay or pro rata if there is more or less than a day.

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.

Electrical Worker means an Employee engaged to perform work in one of the classifications set out in Part 3 of this Policy;

Employee means an employee of the Employer engaged as a Construction Worker, Electrical Worker, Metal and Engineering Worker or Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Worker who perform work for Projects both onsite and off-site in classifications set out from Part 2 to Part 5 of this document;

Employee Representative means a duly elected, or appointed, representative by Employees for the purpose of representing those Employees;

Employer means <Name><Address><ABN>

FW Act means the Fair Work Act 2009 (Cth) or its successor legislation.

FWC means the Fair Work Commission.

Green Energy Facilities" includes, but is not limited to, Solar Farms, Wind Farms, Pumped Hydro and Hydrogen facilities

Health and Safety Representative or HSR means a member of a designated work group elected to represent that designated work group on matters relating to occupational health and safety;

Income Insurance means CIPQ, WIP and Wageguard Income Insurance.

Kept waiting for wages on pay day means all such time spent waiting, wherever the waiting is done.

Metal and Engineering Worker means an Employee engaged to perform work in one of the classifications set out in Part 5 of this Policy.

NES means the National Employment Standards, as contained in the FW Act, as amended or replaced from time to time.

Parties means the Company, the Employees and/or the Union as the context requires.

PCBU means a person conducting a business or undertaking, as defined in the Work Health and Safety Act;

Permanent Employees means all Employees (being daily hire and weekly hire Employees) other than casual Employees;

Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Worker means an Employee engaged to perform work in one of the classifications contained in Part 3 of this Policy.

PROTECT means Protect Severance Fund (ABN 98 395 548 596).

QBCC means the Queensland Building and Construction Commission.

QIRC means Queensland Industrial Relations Commission.

Overtime means any time worked in excess of or outside of the ordinary working hours.

SGA means the *Superannuation Guarantee (Administration) Act 1992*.

SGL means Superannuation Guarantee Levy.

Sham Contracting is where an employment relationship is disguised as a contracting relationship and if the work can be performed under this Policy, then it must be performed under this Policy and any other arrangement shall be considered sham contracting for the purposes of this Policy, and subject to the penalties contained in clause 44 of this Policy.

Status Quo means the arrangements in place prior to the Dispute arising. This includes the performance, operation and management of all work and rates of pay and allowances.

Superannuation means BUSS(Q), CBUS and Australian Super

Union Delegate means an Employee elected by Union members and endorsed by the Union to represent the interests of Union members. All parties to this Policy shall be notified as soon as practicable after the election of a Union Delegate.

Union means the CFMEU, the ETU, the CEPU and/or the AMWU, as applicable.

WAGEGUARD means income protection insurance issued by a competent underwriter or Construction Income Protection Queensland Ltd (ACN 110 841 962);

WHS Act means the Work Health and Safety Act 2011 (Qld).

WHS EPH means Workplace Health and Safety Entry Permit Holders under the WHS Act.

Workplace Impairment Policy and Procedures means the Workplace Impairment Policy and Procedures found in APPENDIX 2.

Work Cycle means a roster cycle made up of working and non-working days

4. DATE OF OPERATION

This Policy remains in force until 2/7/2027. Six months prior to expiry Industry stake holders will meet to review and modernize this policy.

5. APPLICATION OF POLICY

Subject to clause 5.2 below, this Policy covers:

a) the Employer;

b) the Construction, Forestry, Maritime, Mining and Energy Union (CFMEU);

c) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union, Electrical, Energy and Services Division, Qld and NT Branch ("the ETU");

d) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union, Queensland and Northern Territory Plumbing Divisional Branch) (the CEPU); and

e) Australian Manufacturing Workers' Union Queensland and Northern Territory Divisional Branch (AMWU); and

f) Employees,

a. collectively known as the Parties.

This Policy only applies to work done in Queensland by Employees who are based in Queensland.

6. PARTIES BOUND AND COVERED

This Policy is legally binding upon and covers the Employer, its Employees, the CFMEU, CEPU and the AMWU in respect of building and construction work undertaken by the Employees.

7. RELATIONSHIP TO AWARDS, POLICYS, AND OTHER LEGISLATION

The following instruments are incorporated into this Policy:

a) Building and Construction General On-Site Award 2020, as amended from time to time;

b) Mobile Crane Hiring Award 2020, as amended from time to time;

c) Electrical, Electronic and Communications Contracting Award 2020, as amended from time to time;

d) Plumbing and Fire Sprinklers Award 2020, as amended from time to time;

e) Manufacturing and Associated Industries and Occupations Award 2020, as amended from time to time; and

f) QIRC Order (No. B585 of 2003) Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government entities) 2003 as it was immediately prior to its rescission.

Where this Policy is silent, the terms of the above documents as amended from time to time during their life, apply. Where there is conflict between a term of this Policy and a term of the above instruments, or a conflict between two terms of this Policy, the higher wage outcome or other outcome more favourable to the Employee will apply.

For clarity, and to avoid all doubt, the Appendices form part of this Policy

Certain projects may be undertaken above and beyond what this Policy allows for e.g. remote works. In these instances, conditions such as appropriate Travel and Camp arrangements will be agreed upon only with consultation with the relevant Unions.

8. INCLUSION

It is the intention of the parties to this Agreement to prevent and eliminate discrimination as defined by the Anti-Discrimination Act 1991 which includes:

a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;

b) sexual harassment; and

c) racial and religious vilification.

Accordingly, in fulfilling their obligations under the grievance and disputes settling procedure in clause 9 the parties to this Agreement must take reasonable steps to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Under the Anti-Discrimination Act 1991 it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in clause is to be taken to affect:

a) any different treatment (or treatment having different outcomes) which is specifically exempted under the Anti-Discrimination Act 1991;

b) an Employee, Employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

First Nations People

The Parties recognise there is a significant population of First Nations People within Queensland and the Northern Territory. The Employer shall use best endeavors to employ a minimum of 5% of its total workforce who identify as First Nations People.

The Employer will ensure that cultural awareness forms part of the induction process to ensure that all workers are made aware of the history and spiritual connection that traditional owners have with each area where work takes place.

First Nations people will be entitled cultural and ceremonial leave as per clause 8.6 below.

A cultural ceremony will be arranged on each project with the relevant traditional custodians of the land on which the project is being built. The particulars of which will be determined through consultation with the relevant traditional custodians and should also consider project site and location but shall take place not later than when the number of onsite workers reaches 50. Consultation shall also deal with subsequent cultural events onsite depending on the makeup and constitution of the project and advice from the relevant traditional custodians. This shall form part of the Employers commitment to the principles of social, restorative justice and cultural affirmation.

The Employer recognises that a supportive working environment for Aboriginal and Torres Strait Islander people requires the redress of racism, social justice, exploitation and employment inequality. Reflecting the parties' commitment to the principles of Aboriginal and Torres Strait islander self-determination, social and restorative justice and cultural affirmation the Employer will develop a policy which provides for:

a) 5 days paid leave for participation in cultural and ceremonial activities. Where additional leave is required access to annual and/or unpaid leave will be made available.

b) skill and career development opportunities for First Nations Employees

c) the development of retention and promotion for First Nations Employees

d) Ensure increasing First Nations employment targets in consultation with community organisations and the union.

1.1 Where the workplace is a construction site, the Employer's obligations in 8.5 and 8.6 will be deemed to have been met, if provided by the principal contractor on the site

Women in the Industry

Parties respect equal employment opportunities and it is recognised the demographic of the construction industry could be more diverse. To that end, the Parties support the promotion of women into the industry and shall discuss means to achieve this objective including ways to encourage and assist women to seek and maintain employment in the construction industry. The 5-

day work week, parental leave and Job-Sharing initiatives contained in this Policy are examples of this.

At a minimum, female toilets with sanitary bins shall be provided at all workplaces. In determining the location of the amenities, the Employer must consider the most appropriate balance of privacy, safety and security. This will be done under consultation with the safety committee.

The parties recognise the right of women to feel safe at work. Sexual harassment, intimidation, ostracism, or any other unacceptable 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. The employer agrees to ensure appropriate avenues for reporting unacceptable behaviour are in place and all employees are made aware of those avenues.

Mature Age Workers

The parties recognise that a lifetime in the construction industry can take its toll on a person's wellbeing. Wherever possible, the Employer shall implement measures to encourage the retention of older employees and to maintain a ratio of 1 mature age worker to every 8 employees covered by this agreement. To the extent possible, this includes (but is not limited to) the preservation of jobs such as hoist operators, traffic controllers peggies store persons and electrical\pipe trade commissioning and testing roles for workers over the age of 50.

Retirement Transition Plan

Employees who are approaching retirement may elect to engage with the Employer on a Retirement Transition Plan. The Employee will need to submit their request no earlier than 6 months from the commencement date of the Retirement Transition Plan. The Retirement Transition Plan will encompass the individual circumstances of the Employee and be subject to operational requirements of the Employer. Applications from Employees for a Retirement Transition Plan will be considered on a case by case basis and agreed to by the relevant Union.

9. DISPUTES SETTLEMENT PROCEDURE

A major objective of this Policy is to eliminate lost time and/or production arising out of disputes or grievances. Disputes over any work related or industrial matter (including a dispute about whether a workplace right has been breached) or any matters arising out of the operation of the Policy or incidental to the operation of the Policy should be dealt with as close to its source as possible. Disputes over matters arising from this Policy (or any other dispute related to the employment relationship or the NES, including subsections 65(5) or 76(4) of the Fair Work Act) shall be dealt with according to the following procedure.

The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.

All Employees have the right to appoint a representative in relation to a dispute. It is the express priority of all Parties to attempt to settle a dispute at the workplace level at first instance.

In the event of any work-related grievance arising between the Employer and an Employee or Employees, the matter shall be dealt with in the following manner:

a) The matter shall be first submitted by the Employee/s or his/her job delegate/ employee representative or other representative, to the site foreperson/supervisor or the other appropriate site representative of the Employer and if not settled, to a more senior representative of the Employer.

b) Alternatively, the Employer may submit an issue to the Employee/s who may seek the assistance and involvement of the job delegate/employee representative or other representative.

c) If still not resolved, there may be discussions between the relevant Union official (if requested by the employee/s), or another representative of the employee, and senior representative of the Employer.

d) In resolving a dispute, the FWC may deal with the dispute using all the procedures available to it under the Act and may attempt to settle the dispute by conciliation or mediation or, where the parties agree, a recommendation or expression of opinion by the FWC including but not limited to conciliation, issuing a recommendation or expressing an opinion. If the dispute remains unresolved, the FWC may settle the dispute by arbitration. Should the matter remain unresolved, either of the parties or their representative shall refer the dispute at first instance.

This procedure shall be followed in good faith without unreasonable delay.

If any party fails or refuses to follow any step of this procedure the non-breaching party will not be obligated to continue through the remaining steps of the procedure and may immediately seek relief by application to FWC.

Any resolution of a dispute under this clause by the FWC will not be inconsistent with legislative obligations or any other applicable Codes or Regulations.

A dispute that has been formally commenced, but not concluded, under the name of previous Policy ("the previous Policy") at the time at which this Policy commences, shall continue to be dealt with accordance with the relevant provisions that apply under the previous Policy. Any dispute which arose under the previous Policy whether formally notified before or after the commencement of this Policy, shall be resolved under the dispute settling procedure of the previous Policy. For the purposes of this sub-clause the relevant provisions of the previous Policy are deemed to be provisions of this Policy. This subclause applies to disputes only just commenced, to those which are part heard, where there is a decision reserved and to any appeals.

10. CONSULTATION

Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the life of a Project.

Consultative Committees may be set up for this purpose.

Consultation about major workplace change

If the Employer is considering making a decision, and prior to the decision being made, to introduce a major workplace change that is likely to have a Significant Effect on a number of Employees, the Employer must notify those Employee(s) and the Union.

As soon as practicable and prior to implementation, the Employer must discuss with the Employees and the Union the introduction of the change; and the effect the change is likely to have on the employees. The Employer must discuss measures to avert or mitigate the adverse effect of the change on the Employees.

For the purposes of the discussion the Employer will provide the Employees, the Union and/or their nominated representative/s in writing:

a) All relevant information about the change including the nature of the change proposed

b) Information about the expected effects of the change on the Employees; and

c) Any other matters likely to affect the Employees.

However, the Employer is not required to disclose confidential or commercially sensitive information.

The Employer must give prompt and genuine consideration to matters raised about the major change by the Employees and the Union.

"Significant Effect" under clause 0 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

Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with those Employee(s) and the Union about the proposed change.

As soon as practicable after proposing to introduce the change, the Employer must:

a) discuss with the relevant Employees and the Union the introduction of the change; and

b) provide to the Employees, 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.

These provisions are to be read in conjunction with other Policy or Award provisions concerning the scheduling of work and notice requirements.

11. PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS

The Employer, the Employees and the Union agree that for the purposes of s. 81 of the WHS Act matters about work health and safety arising at the workplace shall be resolved in accordance with this procedure.

The Parties agree that for the purposes of this procedure and s. 81(3) of the WHS Act the following persons shall be the representatives of the following parties:

a) the Principal Contractor (as defined in the WHS Act) - Site Manager or any other person nominated by the Principal Contractor

b) the Employers - the Site Manager or any other person nominated by the Employer(s)

c) The Employees - the Union or other representatives.

(Collectively referred to as "Nominated Parties")

The Nominated Parties agree that representatives shall be entitled to:

a) inspect any work system, plant, substance, structure, or other thing relevant to resolving the issue

b) consult with relevant Employees in relation to resolving the issue

c) consult with the relevant PCBU (as defined in the WHS Act) about resolving the issue

d) inspect and take copies of any document that is directly relevant to resolving the issue; and

e) advise any person whom the representative reasonably believes to be exposed to a serious risk to his or her health and safety, emanating from an immediate and imminent exposure to a hazard of that risk.

The Nominated Parties and/or their representatives may commence the procedure by informing, either by themselves or their representative, the other Parties and/or representatives that:

a) there is an issue to be resolved; and

b) the nature and scope of the issue.

As soon as the Parties and/or their representatives are informed of the issue, the Nominated Parties and/or their representatives must meet or communicate with each other to attempt to resolve the issue.

The Nominated Parties and/or their representatives must have regard to all relevant matters including:

a) the degree and imminent risk to the Employees or other persons affected by the issue.

b) the number and location of Employees and other persons affected by the issue.

c) the measures both temporary and permanent that must be implemented to resolve the issue.

d) who will be responsible for implementing the resolution measures.

e) whether the hazard or risk can be isolated; and

f) the time that may elapse before the hazard or risk is permanently corrected.

Once the issue is resolved details of the issue and its resolution must be set out in writing with all Nominated Parties and/or their representatives to be satisfied that the Policy reflects the resolution of the issue with a copy given to all Nominated Parties and/or their representatives to the issue. The issue, once resolved, shall be recorded in the next safety committee meeting minutes with the agreed resolution.

The Nominated Parties and/or their representatives must make reasonable efforts to achieve a timely and final resolution of the issue. If within a reasonable time there is still no resolution, any of the Nominated Parties attempting to resolve the issue may then ask Work Health and Safety Queensland, and/or the QBCC, where applicable, to arrange for an inspector to attend the workplace to assist in resolving the issue.

Direction to cease work

a) If -

(i) an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of the Employer; and

(ii) the issue concerns work which involves an immediate threat to the health or safety of any person; and

(iii) given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 0 above

b) the Employer and/or the health and safety representative for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease.

c) During any period for which work has ceased in accordance with such a direction, the Employer may assign any Employees whose work is affected to suitable and safe alternative work.

Fundamental to this process is a standing invitation for Union representatives to attend site to assist with all matters relating to health and safety.

Employees are not required to work in circumstances where the employee or a Union representative reasonably believes a safety law is being, or will be, contravened. Consultation between the relevant parties will occur throughout this procedure including with senior representatives of the Employer and the Union.

12. HEALTH AND SAFETY REPRESENTATIVES

The Employer and its Employees will comply with Part 5 of the WHS Act – Consultation, representation and participation in relation to the establishment of a health and safety committee.

A standing invitation will exist for the Union to assist in the voting up of Health and Safety Representatives and the forming of safety committees. Health and safety representative/s (HSR) shall be elected by the Employees on the job, via a show of hands vote conducted by a representative of the Union and shall be subject to recall by a similar process.

Parties covered by this Policy recognise the important role of HSRs. The HSRs have a key role in the early intervention in health and safety issues under this Policy.

The HSR`s shall be allowed to consult with the PCBU`s, Union`s, principal contractor or persons acting on his/her behalf, on matters directly concerned with the safety of workers, and promote the safe conduct of work generally.

Elected Health and Safety representatives will be paid at the relevant rate with the additional allowances as per the sector of the industry they work in and represent.

13. HEALTH AND SAFETY REPRESENTATIVE MEETINGS

A health & safety representative will be allowed reasonable paid time during working hours to attend occupational health and safety matters, including meetings affecting employees he/she represents, providing that the Representative informs their manager.

14. HOT WEATHER GUIDELINES

Under this Policy when air temperature reaches

a) 35°C; or

b) 29°C and 75% humidity or more, after three hours from commencement of each trades shift in southeast Queensland it shall constitute inclement weather (Extreme Hot Weather).

This definition will be subject to review in other regions. This clause 14 must be incorporated in the Employer's OHS Procedures for all applicable Projects.

Before finishing work, Employees must be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, Site manager, and HSRs. This will allow preparation for works to be modified to reduce this category of heat exposure in accordance with clause 0. For forecasting, planning and guidance the Bureau of Meteorology (BOM) shall be used for weather observations. Monitoring heat on the day will be done with a calibrated wet bulb thermometer.

When Extreme Hot Weather is forecasted for the following day, the Employer's Site Manager, WHS Committee and WHS Representatives will consult and determine what actions are to be taken to reduce exposure and modify the program and/or workload prior to the Extreme Hot Weather, which may include:

a) rescheduling work so that certain tasks are performed during the cooler part of the day, or on another day

b) reducing the time spent doing hot tasks (for example, by job rotation)

c) arranging for more workers to do the job

d) providing extra rest breaks in a cool area

e) providing cool drinking water and ice (machines) near the work site

f) increasing air movement by fans or coolers

g) installing shade cloth to reduce radiant heat from the sun

h) consideration must be given to working an eight-hour day.

Once the temperature reaches extreme levels, 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.

If there are areas of the workplace that are below any Extreme Hot Weather, work shall continue as normal in those areas, Employees unable to work elsewhere may be transferred to these areas below the extreme levels if work is available. Employees may walk a reasonable distance through areas effected by extreme hot weather to and from amenities, provided it does not pose an imminent risk to their health or safety. The primary objective is to ensure that there is no reasonable concern for an Employee undertaking the work of an imminent risk to their health or safety,

Extreme Hot Weather shall be measured on site by a temperature gauge compliant to Australian Standards and shall be undertaken in accordance with the manufacturer's operating instructions. The Parties agree that a measurement taken using the Wet Bulb in Globe Temperature index mode will not be used. Wet bulb thermometers will be used in temperature mode and then humidity mode separately and combined will be an acceptable method of measuring extreme hot weather. It is the responsibility of the PCBU to implement these guidelines.

The PCBU shall supply a Wet Bulb Thermometer for each job and depot.

15. AIR QUALITY PROCEDURE

Definitions

Acceptable Air Quality

Air Quality Index (AQI) is categorized as good to extremely poor by the Queensland Department of Environment 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.

Measuring of air quality

Measuring of air quality will be done through either of the following, in Policy between the parties.

The Department of Environment and Science web site (des.qld.gov.au) using the closest station to the work site (see instruction below).

a) Click on environment.
b) Go to Our Environment and click on air.
c) Click on live air data.
d) Scroll down and view closest Station to the job site.
e) Refer to Air Quality Procedure (15.9 below).

Where site-based monitoring is undertaken it shall take precedence over measurements from The Department of Environment 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

Bushfire smoke is a mixture of different-sized particles, water vapor and gases, including carbon monoxide, carbon dioxide and nitrogen oxides. During bushfires and similar events, large amounts of finer particles are released that are small enough to breathe deep into the lungs and can cause adverse health effects. These chemicals are known “Cancer Causing Agents”

During bushfires and similar events, the Employer must verify that their work area is within a safe range for air quality as defined by the Queensland Department of Environment and Science.

Air Quality Procedure

The PCBU, Site Manager and WHS Reps must alert workers the day before extreme or excessive poor air quality conditions are expected.

After three consecutive hours of POOR air quality above 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.

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.

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Inclement weather provisions of the Award shall be invoked. To be clear, all the provisions contained in clause 24 of the Award shall apply in instances of poor air quality, including 24.14.

All air quality related incidents are to be reported to the employer, site safety coordinator, WHS Committee and any relevant employee representative`s immediately.

Fit testing

The accepted method of fit testing of RPE is Quantitative fit testing.

Quantitative fit testing will only be done with reusable half face RPE. It is an essential step in the RPE selection process and allows a PCBU to determine if the specific make and model of RPE is a suitable size, fit and comfort for the worker who is going to use it.

Quantitative fit-testing is a much more effective way to fit-test RPE, as it doesn't depend on tasting or smelling a test agent. For this reason, the PCBU must make sure quantitative fit-testing is used for all RPE.

16. INCLEMENT WEATHER<OTHER UNIONS TO ADVISE

The parties are committed to working together to minimize the impact of inclement weather. The employer will ensure reasonable allowance is included in contracts taking into account historic weather conditions and forecast rainfall.

Inclement weather means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme heat (as defined in clause 16), poor air quality fire, flood, natural disaster, state of emergency, (as defined in clause 16), or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions.

The employer or its representative, when requested by the employees or their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the conditions referred to in clause 16.2 apply.

The time work stops due to inclement weather and the resumption of work after a period of inclement weather has ended will be recorded by the employer.

When inclement weather conditions exist, an affected employee is not required to start or continue to work where it is unreasonable or unsafe to do so. In cases where emergency work is required or it is necessary to complete a concrete pour already commenced to a practical stage, work may occur or continue provided that such work does not give rise to a reasonable concern on the part of an employee undertaking the work of an imminent risk to their health or safety.

Where emergency work or a concrete pour is completed 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.

Where an employee is not able to perform any work at any location because of inclement weather, the employee will receive payment at the ordinary hourly rate for ordinary hours. Payment for time lost due to inclement weather is subject to a maximum of 40 hours pay in any 4-week period for each employee. Payment is subject to adherence to the terms of clause 16.

An employee working on a Job share arrangement pursuant to clause 26—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.

Employees accumulated inclement weather bank shall not be deducted whilst they remain on site.

Inclement weather occurring during overtime will not be taken into account for the purposes of clause 16 and employees will not be entitled to any payment for stoppages because of inclement weather that occurs outside of ordinary hours.

Employees on a portion of a site not affected by inclement weather must continue to work even though employees working on other areas of the site may have stopped work because of inclement weather.

Subject to the availability of alternative work in an employee's classification, an employer may require employees to transfer:

a) from a location on a site where it is unreasonable and/or unsafe to work because of inclement weather, to another area on the same site, where it is reasonable and safe to work; and/or

b) from a site where it is unreasonable and/or unsafe to work because of inclement weather, to another site, where it is reasonable and safe to work, and where the employer, where necessary, provides transport.

State of Emergency

Where the Government (either State or Federal) enacts a State of Emergency or advises affected Employees to remain at home, the Employee will be paid under this clause.

Cyclone / Tsunami Warnings

When a cyclone warning is issued for a work locality or for a locality where the Employee ordinarily resides, the Company will not unreasonably withhold a request from Employees affected to leave work and attend to family and household matters where they are affected by, or as a consequence of, the cyclone warning. Payment of wages will continue for the period of the warning up to a maximum of 12 hours in any calendar month.

Inclement weather procedure

Remaining on site where, because of inclement weather, the employees are prevented from working:

a) for more than an accumulated total of 4 hours of ordinary time in any one day; or

b) after the main meal break, for more than half of the ordinary work time; or

c) during the final 2 hours of the normal workday for more than an accumulated total of one hour;

   (i) the employer will not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances, where genuine training has been agreed in writing between the parties, then the course maybe completed in extraordinary circumstances.

Rain at Starting Time or During Breaks

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

Protection must, where necessary, be provided for the employees' tools.

Dewatering

All sites will develop a Dewatering plan through consultation with the Union, HSR`s, Safety Committee and the site Contractors.

This plan will:

a) Outline appropriate dewatering strategies, hydraulic engineering solutions and Dewatering crew requirements

b) 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

All Contractors will supply adequate manpower for the site dewatering crew as per the Dewatering plan.

Mitigation strategies such as the following should be considered where reasonably practicable;

falls to slabs which are exposed to elements for extended periods of time

additional drainage outlets to slabs

integrated into jump or standalone retractable roof over stair/lift cores

Employees on the dewatering crew will remain on site in the instances the rest of the site has gone home only for the purpose of dewatering the site to maximise the potential for the site to be reopened the following day. These employees will be paid a disability allowance of double time for all hours worked once the site has gone home.

17. ADDITIONAL OCCUPATIONAL HEALTH AND SAFETY MATTERS

Personal Protective Equipment

The following clothing will be supplied to all Employees after consultation with Delegate. The employer shall provide clothing and Personal protective Equipment that is suitable, fit for purpose and manages risk relative to the task at hand (no later than 1 month after commencement} and will be replaced on a fair wear-and-tear basis. Employees when working on site are required to wear all footwear and clothing supplied. The issue will be:

a) 1 pair of safety boots (if the Employee buys such boots, the Employer will reimburse the Employee up to $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 compliant with the relevant safety standards.

The abovementioned items will be replaced on a fair wear-and-tear basis. Where an Employee has not sought replacement of any of the abovementioned items on a fair wear- and-tear basis within twelve months from the date of issue, then that Employee will be entitled to a re-issue of the items at the completion of those twelve months.

All items will comply with the relevant Australian Standards. The clothing selected will need to be breathable, be light weight, UV stable, have a high visibility quality, and have the maximum UPF rating. The Employer undertakes to source Australian made clothing and equipment, in so far as it is possible.

No Policy to pay cash in lieu of supply of clothing/footwear is permitted.

The Employer will reimburse the Employee up to $400.00 for the cost of the Employee providing prescription spectacles and lenses. The Employer must be provided with the original receipt of purchase prior to reimbursement. The spectacles and lenses will be replaced on a fair wear and tear basis. However, lost or stolen spectacles must be replaced at the Employee's expense.

Workplace Impairment Policy

The Employer Workplace Impairment Policy can be found in APPENDIX 2.

18. SECURITY OF PERSONAL INFORMATION

For this clause “personal information” has the meaning given to it in the Privacy Act 1988 (Cth).

The company undertakes not to pass on or sell Employees’ personal information (either directly or indirectly, for example through contractual arrangements with clients), except to comply with this Policy or to comply with a specific direction from a government authority or a request from a party to this Policy, for example for time and wages information. To the extent allowable by law, all requests for the Company to provide personal information shall be notified to the Union and genuine consultation shall occur between the parties to this Policy. The company commits to minimise the extent of employee information held in order to meet its legal and employment relationship requirements.

19. SITE ACCESS SYSTEMS AND INDUCTIONS

Site access systems shall be agreed between the Parties.

The particular type of site access system to be installed will be reviewed for each project having regard to client requirements, the project’s hours of work, work force numbers and available technology in order to alleviate ’bottle necks’ and inconvenience to workers in its operations.

The Company will comply with the Australian Privacy Principles in the Privacy Act 1988 (Cth) in relation to any personal information (for the purpose of this clause “personal information” has the meaning given to it in the Privacy Act 1988 (Cth)) they hold in relation to Employees.

The company undertakes that, to ensure the highest level of compliance with Health and Safety legislation, all inductions shall be conducted “face to face” and on the job. Further, all inductions shall

include site specific hazards and requirements for each project. Industry specific inductions that cannot be conducted onsite and are required by law (such as General Construction Induction, or Rail Industry Safety Induction etc) are excluded from the operation of this clause.

As part of the induction process Union Delegates will be afforded an opportunity to speak to new Inductees about the benefits of union membership and other Union business as the Delegate deems necessary.

20. TOOLBOX MEETINGS

At least one toolbox meeting will be convened by the Employer per site, each month to facilitate and foster communication and consultation. Items to be discussed at each meeting may include programming of site work, site issues, work health and safety, job design, productivity issues, management policies, Policy compliance, wages and conditions, compliance with statutory obligations and any other relevant issue raised. Notice of the meeting will be given at least one (1) week prior to the scheduled date. There will exist a standing invitation for representatives of the Unions to attend such toolbox meetings.

21. CONTRACT OF EMPLOYMENT

Contract of Employment clauses can be found in Parts 2-5 of this Policy depending on the relevant sector that applies to the Employee.

22. CASUAL EMPLOYMENT

A casual Employee is an Employee employed on an occasional basis and whose work pattern is not regular and systematic. When a person is engaged on a casual basis, they will be supplied in writing that the engagement is to be as a casual, the job to be performed, the classification level, the actual or likely length of engagement including number of hours to be worked per week, and the relevant rate of pay.

A casual Employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Policy except annual leave, personal leave, and payment for public holidays on which no work is performed. A casual Employee is entitled to unpaid bereavement leave, domestic violence leave and career's leave.

Except on Saturdays and Sundays, on each occasion a casual Employee is required to attend work, the Employee shall be entitled to payment for a minimum of eight (8) hours work (with 0.8 of an hour on each of these days accruing toward an RDO) plus the relevant fares and travel allowance prescribed under common allowances or relevant sector allowances. On Saturdays and Sundays, a casual Employee is entitled to payment for a minimum of four (4) hours, plus the relevant fares and travel allowance prescribed under common allowances or relevant sector allowances.

A casual Employee for working ordinary time shall be paid 125% of the hourly rate prescribed in the relevant sectors Part of this document for the Employee's classification.

A casual Employee required to work overtime, or weekend work shall be entitled to the relevant penalty rates prescribed in this Policy:

a) where the relevant penalty rate is time and a half, the Employee shall be paid 175% of the hourly rate prescribed by relevant sectors Part of this document for the Employee's classification

b) where the relevant penalty rate is double time, the Employee shall be paid 225% of the hourly rate prescribed by relevant sectors Part of this document for the Employee's classification; and

c) where the relevant penalty is a public holiday, the Employee shall be paid 275% of the hourly rate prescribed by relevant sectors Part of this document for the Employee's classification.

For the purposes of clarity, the applicable contributions to BUSS(Q), Australian Super, CBUS, BERT/CIRT/Protect, CIPQ/WIP Income Insurance/Wageguard, STQ and BEWT/JetCo or other funds nominated herein, must be made by the Employer in respect of casual Employees. A casual Employee shall also be entitled to receive, in addition to their casual rate, penalty payments for Overtime, work performed on weekends, work performed on public holidays and RDOs, Domestic Violence leave and paid cultural leave.

Termination of all casual engagements shall require one hour's notice by either the Employer or Employee, or the payment or forfeiture of one hour's pay, as the case may be. This clause will not reduce the entitlements of injured Employees.

Casual Conversion

A casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in excess of six-weeks, thereafter, will have their contract of employment converted to permanent employment except by Policy with the union. Regular and systematic shall be defined as an average of 4 days or more, per week, over 6 weeks.

Any Employee, who is entitled to be converted to permanent employment pursuant to this 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.

23. TRAINING AND RELATED MATTERS

The following training clauses are common to all industry. Additional sector based training relevant to each sector can be found in Part 2-5 of this document.

The parties are committed to the promotion of a highly skilled industry that delivers ongoing employment opportunities and a world-class product through an efficient and safe construction process. To this end, the Employer agrees that appropriate training, including the engagement and training of apprentices, and skills development for the workforce will be provided during the term of this Policy.

The Employer will implement a policy where all Employees will have their current skills assessed against those required in the nationally recognised formal training package relevant to their work. Where any skill deficiencies are identified through the assessment process, the necessary training will be provided to attain the relevant nationally recognised formal qualification.

Where possible training and skill development is to be carried out in normal working hours. It is agreed that the Employer will bear all costs associated with the provision of the training, including costs and material costs and the provision of the Employee's wages for the period of the training.

HSR training

Any Employees elected as a workplace HSR will undertake a training course approved by the State or Territory Government and provided by the Employer within 28 days of being elected, at no cost to the Employee.

Asbestos Awareness Training

The Employer agrees that it will schedule training in the nationally accredited asbestos awareness training course 10279NAT Identification and Awareness of Asbestos Containing Materials. The training shall be booked and commenced within 3 months of the certification of this Policy, or within 3 months of the start of employment of each new employee, unless completed previously or unless otherwise agreed between the Parties.

Silica Dust Training

The Employer agrees that it will schedule training in the "Course in identification of crystalline silica containing material and the associated risks for workers in the construction industry". The training shall be booked and commenced within 3 months of the certification of this Policy, or within 3 months of the start of employment of each new employee, unless completed previously or unless otherwise agreed between the Parties.

Mental Health Training

The Employer agrees that it will schedule training in the nationally accredited Supporting positive mental health in the Construction Industry 11085NAT. The training shall be booked and commenced within 3 months of the certification of this Policy, or within 3 months of the start of employment of each new employee, unless completed previously or unless otherwise agreed between the Parties.

General

The Employer agrees that it will, within 7 days of receiving a written request from the union, provide:

a) evidence to demonstrate the positive commitment to training and skill development; and

b) the information as to the number of apprentices and visa holders engaged by the Employer.

Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

The Queensland Government Building and Construction Training Policy applies to all Projects which amongst other requirements, provides a formula for a minimum allocation of employment of apprentices and trainees (new entrants only) and workforce training on all Projects.

24. EMPLOYMENT SECURITY

The parties to this Policy agree to maximise the continuity of employment for existing and future employees and to ensure that permanent employment opportunities and the opportunity for promotion transfer and re-training or upskilling are not eliminated, reduced or eroded.

The Employer recognises that the use of subcontractors and labour hire may affect the job security of current and future Employees covered by this Policy.

As soon as practicable after being awarded a contract and prior to engaging subcontractors to perform work in the classifications covered by this Policy, the employer shall inform the Union Delegate which subcontractors it intends to use for the project.

Use of Contractors

If the employer wishes to engage contractors and their employees to perform work in the classifications covered by this Policy, the employer must first consult in good faith with the union and the employees. Consultation will occur prior to the engagement of sub-contractors.

If the employer decides to engage subcontractors, the employer shall ensure that these contractors and their employees receive wages, allowances and conditions equal to or better than those contained in this Policy.

The use of sham sub contracting arrangements is a breach of this Policy. The contractor who engages subcontractors is also responsible for ensuring the employees of sub-contractors receive wages, allowances and conditions equal to or better those contained in this Policy, this obligation extends to liability for all outstanding wages conditions and entitlements under this Policy.

Labour Hire

Labour hire is defined as temporary "top up" labour designed to meet short situations such as absences due to sick leave, annual leave, and short time work peaks. The employer will not use labour hire in any position on site for a period of more than six weeks. Any departure from this maximum period shall require the agreement of the Union and incur a 175% penalty rate for all work done.

Where there is need for supplementary labour to meet temporary/peak work requirements, such labour may be accessed from bona fide businesses, including sub-contractors and labour hire companies, following consultation with the union.

The employer shall ensure that any workers engaged by such businesses and performing work described in the classifications of this Policy receive wages, allowances and conditions equal to or better than those contained in this Policy.

The contractor who engages labour hire workers is also responsible for ensuring those workers are paid at rates no less than those contained in this Policy. This obligation extends to liability for all outstanding wages conditions and entitlements under this Policy.

There will be no redundancies made while the employer has engaged labour hire to undertake work that is the subject of this Policy. Any departure from this shall require the Policy of the Union.

The application of the above requirements shall recognise geographical and commercial circumstances. In these circumstances the Employer and the Union may agree to vary these requirements on a project-by-project basis. Negotiations are to be conducted in good faith and Policy will not be unreasonably withheld.

25. INDIVIDUAL FLEXIBILITY POLICYS

Where the Employer wants to enter into a variation Policy it must provide a written proposal to the Employee and the Union. Where the Employee's understanding of written English is limited, the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

The Employer must ensure that any variation Policy is genuinely agreed to by the Employer, the Union and the Employee and that the terms of the variation Policy:

a) are about permitted matters under section 172 of the FW Act; and

b) Relates only to:

(i) Salary sacrifice Policys

(ii) Increase in annual leave accrual each year

(iii) Increase in rate of accrual of Rostered days off

(iv) Increase in wages

(v) Increase in training leave (Union or otherwise)

(vi) Increase to accrual of Long Service Leave

c) are not unlawful terms under section 194 of the FW Act; and

d) result in the Employee being better off overall than the Employee would be if no arrangement (variation Policy) was made.

The Employer must also ensure that any such variation Policy is:

a) Agreed to by the Union

b) in writing (including details of the terms that will be varied, how the variation Policy will vary the effect of the Enterprise Policy terms, how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and the day on which the arrangement commences)

c) includes the name of the Employer and Employee

d) signed by the Employer and the Employee, and if the Employee is under 18, by a parent or guardian of the Employee

e) provided to the Employee within 14 days after it is agreed to: and

f) able to be terminated by either the Employer or Employee giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.

Where any of the requirements of this clause are not met, the variation Policy is of no effect.

26. JOB SHARE

In order to promote flexibility in the workplace, in particular for older workers and single parents, the parties agree to consider job sharing arrangements only in accordance with this clause.

For the purposes of this Policy job sharing is defined as two permanent employees of the same classification sharing one full-time position. This is taken to mean that the 2 positions shall provide a combined minimum of 36 ordinary hours.

All job share arrangements shall be subject to Policy between the Union and the employer and must be confirmed in writing to the employee prior to the commencement of such an arrangement.

Variation of a job share Policy will require consultation between the employees, the employer and the Union and 14 days' notice of variation unless agreed by all parties.

The termination of a Job Share Policy will require consultation between the employees, the employer and the Union and 28 days' notice unless agreed by all parties.

Superannuation and BERT payments will be calculated on a pro rata basis. As will any allowances that are calculated on a weekly basis.

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 Policy.

27. WAGES

Wage rates appropriate to each sector are contained in Parts 2-5 of this policy depending on the relevant part of the sector.

28. SUPERANNUATION

Clauses related to Superannuation appropriate to each sector are contained in Parts 2-5 of this policy depending on the relevant part of the sector.

29. SALARY SACRIFICE ARRANGEMENTS

Salary sacrifice arrangements appropriate to each sector are contained in Parts 2-5 of this policy depending on the relevant part of the sector.

30. INCOME PROTECTION AND PORTABLE UNUSED SICK LEAVE

Appropriate income protection and portable unused sick leave rates appropriate to each sector are contained in Parts 2-5 of this policy depending on the relevant part of the sector.

31. REDUNDANCY

Industry Redundancy provisions appropriate to each sector are contained in Parts 2-5 of this policy depending on the relevant part of the sector.

32. COMMON ALLOWANCES

Health and Safety Representative

Where an Employee is elected by Employees of the Employer as a HSR and agrees to undertake the required training to fulfil the role, the Employee will be classified as the higher of CW4, EW4, C9, Plumbing Sprinkler level 2(105%) or the Employee's usual classification. In addition, a HSR is entitled to an all-purpose hourly allowance for the life of this Policy as per the table below.

ALLOWANCE TITLE	From Commencement	From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026	From 1/07/2027
HSR Allowance	$2.39	$2.51	$2.63	$2.77	$2.91	$3.06

a) For clarity, an Employee is only entitled to one all-purpose hourly allowance pursuant to clauses 32.1 and 32.2.

Union Delegate

Where an Employee is elected by Employees of the Employer as a Union Delegate, and the Union notifies the Employer of this election, the Employee will be classified as the higher of CW4, EW4, C9, Plumbing Sprinkler level 2(105%) or the Employees usual classification. In addition, a Union Delegate is entitled to an all-purpose hourly allowance for the life of this Policy as per the table below.

ALLOWANCE TITLE	From Commencement	From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026	From 1/07/2027
Delegate	$2.39	$2.51	$2.63	$2.77	$2.91	$3.06

(a) For clarity, an Employee is only entitled to one all-purpose hourly allowance pursuant to clauses 32.1 and 32.2. Notwithstanding, no Union Delegate will suffer a reduction in pay as a result of the implementation of this clause.

33. HOURS OF WORK

Ordinary hours

Except as provided elsewhere in this Policy, the ordinary working hours will be 36 hours per week (7.2 hours per day) worked between 6.00 a.m. and 6.00 p.m. Monday to Friday. All time worked outside the aforementioned span of hours shall be by Policy with and notified to the union and paid at double time. Policy will not unreasonably be withheld.

There must be allowed, without deduction of pay, a minimum rest break of 20 minutes between 9 am and 11 am in lieu of an afternoon rest pause.

Start and Finish Times

Typically, work should not commence later than 7am on any day unless prior written Policy has been reached with the Union.

Any hours worked between 4am and 6 am will be paid at double time for the disability of starting early and accrue towards the ordinary hours for the day.

Alteration of the typical start and finish times within the spread of ordinary daily hours shall be by written Policy with the union. Additionally, the Employer will;

a) provide not less than 48 hours' notice to affected Employees of the change to start and finish times;

b) have regard to the intention of avoiding excessive overtime.

Overtime

It is the intention of the Employer and Employees that excessive overtime will not be worked.

a) To this end the general standard of weekly hours will usually not be more than 50 per week, which shall be taken to mean not more than 10 hours per day Monday to Friday, for an individual Employee. The aforesaid 'usual weekly hours' of the affected Employees may by

Policy be exceeded from time to time to perform works which the Employer considers necessary and to meet operational requirements including but not limited to the need to perform works which are critical to the ongoing productivity or safety of other employees on the project or where a critical work task is delayed due to unforeseen circumstances.

Reflecting this intention, it is recognised that:

a) The Employer is not restricted as to the setting of daily hours within the 50-hour general standard;

b) Subject to written Policy 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. Policy will not unreasonably be withheld, and particular consideration shall be given to weeks where both RDOs and public holidays occur.

An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to matters including:

a) any risk to Employee health and safety including the risk of fatigue i.e., excessive hours, exposure to noise, fumes, or any matter that can impair an employee's ability to work safely and/or create a danger to Employees

b) the Employee's personal circumstances including any family responsibilities

c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and

d) any other relevant matter.

Overtime Penalty Rates

On projects where the Total Cost of Work is $50m or greater, all time worked in excess of the ordinary hours and on weekends shall be paid at double time.

On projects where the Total Cost of Work is less than $50m, the overtime penalties will be paid for at the rate of time and a half for the first two hours and at double time thereafter, notwithstanding this, all hours worked on Saturdays and` Sunday will be paid at Double time.

Shiftwork

All shifts starting or finishing more than 2 hours outside of the ordinary hours of work will be classified as Shiftwork and be paid at double time for the entire shift.

Shiftworker for the purposes of this clause is defined as an Employee who is required by the Employer to work Shiftwork, which commences or finishes outside 6.00 a.m. and 6.00 p.m. Monday to Friday. This does not apply to an early start which may occur between 4 and 6 am on a regular day shift and will incur a penalty rate and count towards the ordinary hours for the day or a late finish between 6pm and 8 pm.

Shiftwork shall be paid at the rate of double time for all hours worked.

Unless otherwise agreed between the parties an Employee who has to work Shiftwork shall be given at least 48 hours' notice of the requirements to work shift work.

An Employee may refuse to work overtime in circumstances where the working of such shift would result in the Employee working hours which are unreasonable having regard to matters including:

a) any risk to Employee health and safety including the risk of fatigue i.e., excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees

b) the Employee's personal circumstances including any family responsibilities

c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and

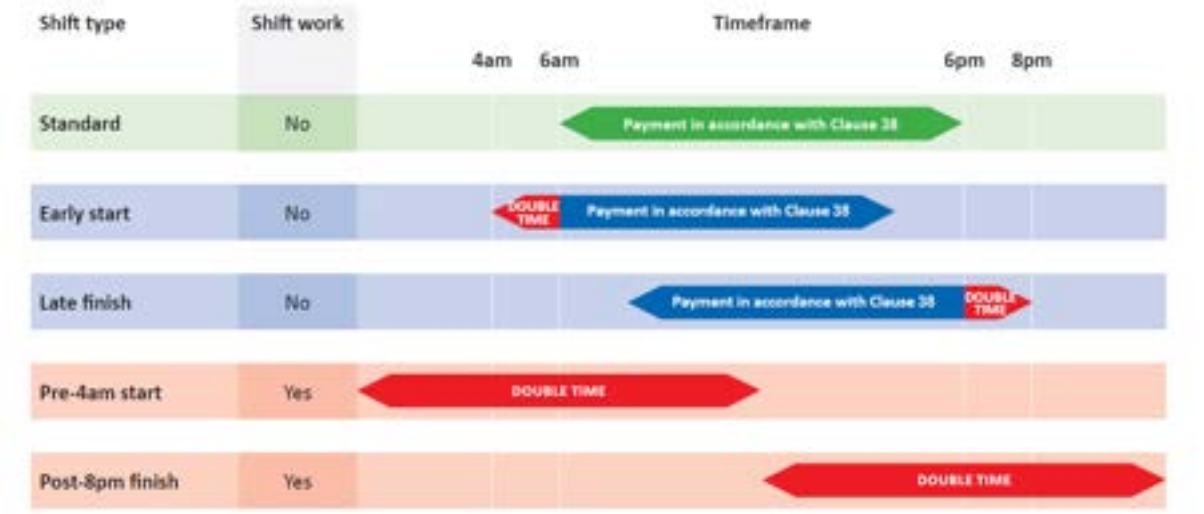
d) any other relevant matter.

This clause will replace the Shiftwork clause under the Award.

Easter and Christmas

An Employee required to work during the Easter and Christmas period, that is to work on any day between and inclusive of Christmas Day and New Year's Day and any day, between and inclusive of Good Friday and Easter Monday, shall be paid 300% of the hourly rate prescribed in the Policy for the Employee's classification. Any work undertaken during these periods will be by written Policy with the Union.

HOURS OF WORK EXPLANATORY DIAGRAM



34. ARRANGEMENTS FOR REMOTE, REGIONAL AND AWAY WORK

WORKING AWAY FROM HOME

General

The Employer may require employees to work away from their homes in order to fulfil the varying contracts the Employer has. In all cases, employees will be given a minimum of one (1) week's notice before such work away can commence, notwithstanding this however, shorter notice periods may be mutually agreed between employees and the Employer.

0857

a) any risk to Employee health and safety including the risk of fatigue i.e., excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees

b) the Employee's personal circumstances including any family responsibilities

c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and

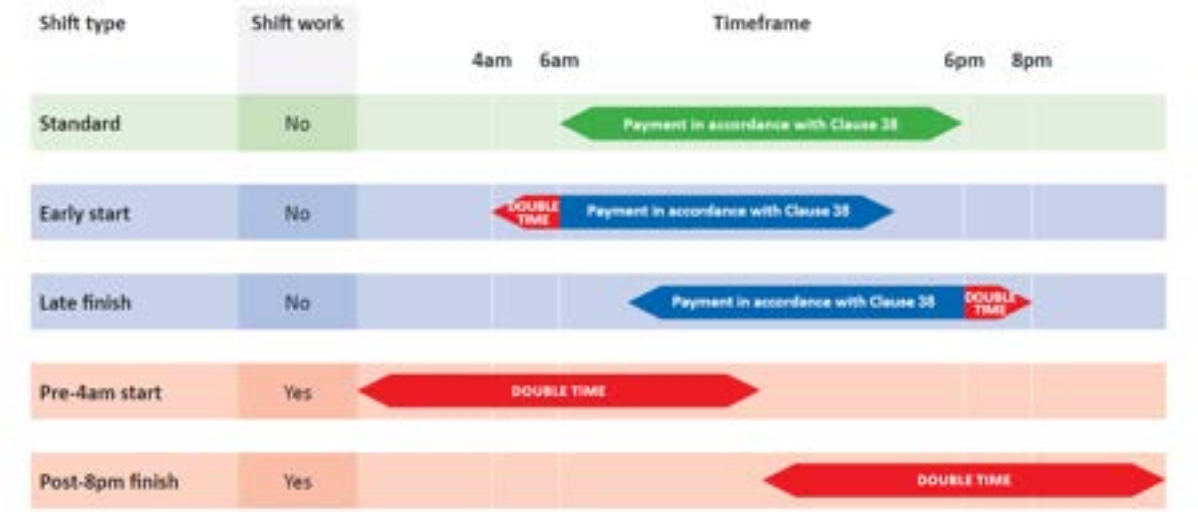
d) any other relevant matter.

This clause will replace the Shiftwork clause under the Award.

Easter and Christmas

An Employee required to work during the Easter and Christmas period, that is to work on any day between and inclusive of Christmas Day and New Year's Day and any day, between and inclusive of Good Friday and Easter Monday, shall be paid 300% of the hourly rate prescribed in the Policy for the Employee's classification. Any work undertaken during these periods will be by written Policy with the Union.

HOURS OF WORK EXPLANATORY DIAGRAM



34. ARRANGEMENTS FOR REMOTE, REGIONAL AND AWAY WORK

WORKING AWAY FROM HOME

General

The Employer may require employees to work away from their homes in order to fulfil the varying contracts the Employer has. In all cases, employees will be given a minimum of one (1) week's notice before such work away can commence, notwithstanding this however, shorter notice periods may be mutually agreed between employees and the Employer.

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Employees will not be entitled to claim working away from home provisions unless they are working outside ninety (90) Kilometres (direct route via road) of their depot and required to be away from their normal home-base for periods of one (1) overnight absence or longer, unless otherwise mutually agreed.

The Company will on occasion source labour resources that reside local to a project site. In these circumstances the post office of the closest commercially available accommodation will become the nominal place of work for the purposes of the employment arrangement and that arrangement will become a fixed term/specified task arrangement for the duration of the specific project. As such, in these circumstances the Working Away from Home provisions of this Agreement will not apply.

If at the conclusion of the project, "Company" wish to offer the local resource full-time, permanent employment, the nominal place of work will become the relevant the Employer depot for the purposes of the employment arrangement. These details will be included in the relevant employee's appointment letter.

Whilst employees are required to work away from their home-base there will be reasonable private use of company vehicles to ensure mobility in the varying work locations. Where private use is not possible, employees will be provided with taxi vouchers for reasonable travel use whilst working away.

Employees who are required to work away from their normal home-base for periods of one (1) overnight absence or longer, will do so in accordance with the terms and conditions as follows:

There are three (3) options available under this provision. Option 3 is the preferred option and Employees (inclusive of Apprentices attending block release) may, by mutual agreement with the Employer, elect one the following options. If agreement is not reached, the employee must not be forced to work away from home. Once a mutually agreed option has been selected, it will remain for the period of the project being worked unless otherwise mutually agreed.

- **Option 1.** Employer pays all accommodation, meals & OPE

- **Option 2.** The Employer is to provide accommodation and a meal allowance of $ 97.10 and OPE of $ 18.70 per day. On the first day of travel, the Employer will provide meals, or where the employee elects, will provide $ 97.10. On the final day where the employee is travelling back to home base, the Employer will pay for any meals required on the following basis:
  - Breakfast $ 22.70
  - Lunch $ 25.95
  - Dinner $ 44.75

- **Option 2 (Isolated and Remote Areas).** In isolated and remote areas where commercial accommodation is not readily available and alternative accommodation is provided or arranged, the Employer will provide accommodation and a meal allowance of $ 103.30 and OPE of $18.70 per day. On the first day of travel, the Employer will provide meals, or where the employee elects, will provide $ 103.30. On the final day where the employee is travelling back to home base, the Employer will pay for any meals required on the following basis:
  - Breakfast $ 26.15
  - Lunch $ 29.05
  - Dinner $ 48.10

Where the employer provides accommodation, it must comply with the minimum standard set out in the Code of Practice issued by Workplace Health and Safety Queensland "Managing the Work Environment and Facilities: Code of Practice 2021".

With each meal allowance breakdown in mind, an employee will make a claim with strict regard for the time that they return to the nominated place of employment in accordance with the following guidelines:

(i) If an employee returns to their nominated place of employment prior to their normal lunch time, they are entitled to claim the breakfast component only,

(ii) If an employee returns to their nominated place of employment after their normal lunch time, they are entitled to claim the breakfast and lunch component only,

(iii) If an employee returns to their nominated place of employment one (1) hour after their normal ceasing time, they are entitled to claim the full meal entitlement, and

(iv) If an employee is approved to drive from a project site to home base, they will be managed with these rules in mind on a case by case basis.

In addition, a daily Supplementary Accommodation Allowance (SAA) may also be paid under the conditions specified in clause 7.1.2 of this Agreement.

- **Option 3.**

At the employee's discretion, employees may elect to receive the following payments to cover both accommodation and meals on a nightly basis.

In accordance with the terms and conditions as follows (based on the Australian Tax Office determination No TD 2014/19 or as amended each Tax year.)

Based on Tier 2 Country Centres			
Accommodation	**Food and drink**	**Incidentals**	**Total**
$ 132	B'Fast $ 22.70 Lunch $ 25.95 Dinner $ 44.75	$ 18.70	$ 244.10

The above rates will be adjusted in accordance with the relevant taxation determination in July each year. In accordance with the ATO guidelines employees required to stay in "High" cost country areas the above amounts will be amended in accordance with Table 4 of the ATO Determination.

Similarly employees required to stay in major cities will be paid in accordance with Table 1 of the ATO Determination.

The above rates may be paid in advance if requested by the employee. Access to this payment in advance option will only be authorised if the relevant employees agree to allow the Employer to automatically reclaim any portion of the advance allowance payment out of the employee's pay (from the next scheduled pay day) in circumstances where overpayments are made.

Supplementary Accommodation Allowance (SAA)

Supplementary accommodation allowance as shown in the table below will be paid for each overnight absence. The supplementary allowance will be indexed and adjusted annually by the percentage of the wage adjustments to base salary rates as specified in the salary schedule of this Agreement.

Employees will be entitled to claim SAA under any one of the following circumstances:

- For all options other than Option 3 where the employee is required to prepare or supply meals and maintain their accommodation facilities when working in remote or isolated regions where serviced commercial accommodation is not available or provided.
- When employees are placed in accommodation where the Employer's recommended accommodation standard could not be provided and the length of stay is for two (2) or more overnight absences.
- When employees are placed into accommodation on a twin share basis for each overnight absence.

Payment for SAA will be $ 17.30 per overnight absence from 1 July, 2019. This amount will increase by 3% on 1st July each year, as follows:

From 1 July, 2019	From 1 July, 2020	From 1 July, 2021	From 1 July, 2022	From 1 July, 2023
$ 17.30	$ 17.82	$ 18.35	$ 18.90	$ 19.50

Commercial Accommodation means hotel/motel style accommodation.

Non-Commercial Accommodation may include accommodation such as workers barracks, shearer's quarters, non-serviced caravan parks.

Remote or Isolated Regions means high cost rural and remote country areas such as Torres Straits, Far Western Queensland and the Gulf.

Maintenance of Standards

For all options other than option 3, should either party believe that the standard of accommodation/living is being compromised, it will immediately referred back through the dispute settlement procedure contained in Clause 2.1 of this Agreement. In an instance where this occurs, Option 1 will be provided until such time as the matter has been resolved.

Taxation Issues

The Employer will meet the costs of any Fringe Benefits Tax (FBT) that is applicable in respect of any allowances described in this clause.

Where employees elect to take the meal allowances in lieu of having meals provided, the recommended maximum time worked away without return to home is three (3) weeks. Any period longer than three (3) weeks away without returning home may attract the applicable FBT payments in accordance with ATO guidelines for travelling allowances on which meal allowances are based. In addition the employees may have these working away from home allowances identified in their Group Certificate in terms of Reportable Fringe Benefits measures.

Period Away From Home

Employees will not normally be required to work away from home for more than three (3) consecutive weeks without returning home. Notwithstanding that, the employees and management may mutually agree to shorter or longer periods, in accordance with the provisions set out in clause 1.5 of this Agreement.

The Employer's employees when working away from home for continuous periods exceeding one week, may return to their home base on weekends prior to completion of the scheduled work. Any such arrangements will be by mutual agreement between the employee and relevant supervisor and any travel will be in the employee's own time and cost.

Accommodation

The preferred standard of suitable accommodation is a well maintained, air-conditioned single motel style room with radio/television and ensuite bath/shower and toilet facilities with access to a refrigerator for the storage of employee's food and beverages.

In order to assist employees with sourcing accommodation, the Employer will provide relevant employees with a list of accommodation choices prior to the commencement of work in a new location.

Meals

Where the Employer provides meals, they will be of a suitable choice, quality and quantity to meet the varying tastes and nutritional needs of employees. Meal allowances may be paid to employees in advance of travel, by submitting a timesheet prior to close of the pay period (prior to travel) to allow for normal processing of this allowance payment by Payroll Services.

Telephone

For option 1 and 2 reasonable telephone expenses, or reasonable use of company phones will apply but may be restricted to off-peak call times to minimise costs. If an employee elects Option 3, this option covers all telephone expenses.

Laundry

Under the prescribed circumstances below, employees required to work away for continuous periods greater than three (3) days without return travel home, laundry services will be arranged. This will apply for working away from home Options 1 and 2 but will not apply for those employees in receipt of the Option 3 provisions.

Start & Finish Point

Where a local depot has not been established, the recognised start and finish point for workers working away will be in accordance with Clause 5.3 of this Agreement, ie. it will be no more than 30 minutes from their accommodation. The closest commercially available accommodation is the centre that has accommodation facilities available for overnight and/or short/medium/long term rent.

Provided that where the accommodation is more than 30 minutes form the employee's accommodation, any time spent travelling in excess of the 30 minutes will be considered to be work time and will be taken into account for the purpose of calculating overtime.

All accommodation arrangements must comply with the relevant fatigue management policy.

Travel to and from the project site

Where the Employer has a number of depots located within Queensland. On employment an employee will have a depot or worksite nominated as their place of employment. In terms of travel to and from project sites, the Employer has a responsibility to facilitate travel for the employee between the project site and the nominated place of employment.

The following rules apply with regard to claiming travel associated with the Employer facilitated travel to and from the project site:

Air Travel – Queensland (Place of Employment) Airport to the worksite

The following rules apply for time spent travelling from a Queensland (Place of Employment) Airport to the worksite:

- Employee may claim time spent travelling from their place of employment to the airport prior to the scheduled time of departure, and
- Employee may claim any delays in flight times, and
- Employee may claim time of flight, and
- Employee may claim time spent travelling from flight arrival to the post office at the recognised closest commercially available accommodation location (or equivalent).

Air Travel - Worksite to Queensland (Place of Employment) Airport

The following rules apply for time spent travelling between the worksite and a Queensland (Place of Employment) Airport:

- Employee may claim time spend travelling at the appropriate rate between the post office at the recognised closest commercially available accommodation to the worksite (or equivalent) and the airport prior to the scheduled time of flight, and
- Employee may claim any delays in flight times, and
- Employee may claim time of flight.

Air Travel - Costs associated with travel to and from the place of employment and the Airport

Costs associated with travelling between a place of employment and the Airport is impacted by the location of each “Company” Depot within Queensland. Employee’s will make their own way to and from the airport and as such are entitled to claim reimbursement of all associated costs upon presentation of receipts.

Travel other than air travel:

Any alternate travel to enable an employee to work away from home other than air travel must be approved by the relevant Manager.

If approved, the employee will only claim up to the equivalent cost of a standard fully flexible return economy airfare as obtained through the the Employer travel provider if air travel was to be booked for the employee under normal circumstances.

Overseas Work

Employees may be requested by the Employer to travel overseas on business. While working overseas employees will where possible, be entitled to the same standard of accommodation and meals as would be provided by the Employer in Australia.

The Employer will reimburse the employee for all business related expenses incurred and provide the employee with a corporate credit card, traveller’s cheques, cash or other suitable form of recompense.

The Employer will reimburse the employee for actual expenses incurred for laundry, airport taxes, tips (where customary in the country), and transport to and from airports and work places.

The Employer will arrange all necessary visas, allow the employee paid time to obtain a passport and to obtain any immunisations required prior to departure at no cost to the employee.

Where workers compensation does not apply because of the work or work location, the Employer will arrange for and pay the premiums for personal accident insurance to cover the employee. The Employer will ensure that the employee will not be disadvantaged in terms of any accident benefit that would normally be available under Queensland Work Cover legislation.

The Employer will compensate the employee for any financial loss directly incurred as a result of the employee working overseas. Employees will therefore be recompensed for financial loss arising from, but not limited to, currency exchange variations, cost of living differences between Australia and the country in which the work is being performed, reasonable telephone calls to Australia and personal taxation adjustments.

Where an employee who is working overseas for such an extended period that the employee is no longer required to pay Australian taxes, and/or is required to pay tax at a rate lower than what would normally apply had the employee been working in Australia, the employee will be entitled to the benefit by way of any reduction in taxation. If the employee is required to pay tax at a higher rate than what the employee would have been required to pay when working in Australia, the Employer will, in addition to the employee’s usual wages, pay the additional tax on behalf of the employee.

The Employer will prior to the employee’s departure, provide any current advice, which may have been issued by the Department of Foreign Affairs concerning the country in which the employee is to work. The Employer will also provide other information, which is in the Employer’s possession, which may better apprise the employee of specific legal and or cultural issues, which are particular to the country in which work is to be performed.

The Employer may instigate additional arrangements as may be agreed on an individual basis.

TRAVELLING TIME AND FARES

Daily Travel Allowance:	**Daily**
A flat daily travel allowance will be paid to each Employee, for each day the Employee reports for work and works as directed by the Employer. Due to the restricted nature of the construction site there will not be any facility or space for parking private motor vehicles. Therefore all Employees will be required to use Project provided transportation. The travel allowance includes reimbursement for all costs, expense and inconvenience incurred with 30 minutes travel from the Project provided accommodation including the Village or Project provided transit pick up locations, to and from the Project Site, and to and from the designated workplace for the crew pre-start meeting.	$45.00 upon commencement, and increased in accordance with the wage increases set out in this agreement.

Supplementary Travel Allowance:	**Daily**
Local Employees will be provided an additional Supplementary Travel Allowance in addition to the Daily Travel Allowance, for each day the Employee reports for work and works as directed by the Employer. The Allowance is provided as reimbursement of additional travel time and expense incurred with getting to and from Project provided transit pick up location/s.	$25 upon commencement and increased in accordance with the wage increases set out in this agreement.

Where an employee is required by the Employer to travel to any other job, site or place of work during the course of their employment, they will be paid all fares necessarily incurred. All time spent on such travel will be regarded as time worked and paid at the appropriate rate:

Provided that where an employee agrees to use their own vehicle in the Employer's interest they will be paid the amount of $ 0.60 / km in lieu of fares.

HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK

HOURS OF WORK

For all employees the ordinary hours of work will not exceed an average of 36 per week.

The ordinary hours of work prescribed herein, will be worked continuously, except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 p.m. Mondays to Fridays inclusive.

The above start and finish times may be moved by up to one hour either way without penalty through agreement between the Company and directly affected Employees.

Rostering arrangements and hours of work for the Project will be determined by the Company, in consultation with the parties to the agreement, however the preferred roster under this Agreement is an 18 days on 10 days off R&R cycle. Where the weekend or part of the weekend is included in a work cycle, the time worked shall be counted towards the ordinary hours.

The parties agree that the current working arrangements for hours of work provisions (including, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods) may be altered on any work site during the life of this Agreement following consultation and agreement between the Company and the majority of directly affected site employees, or individual, so as to provide greater flexibility and to meet project and/or shift work or operational requirements.

Each day stands alone for the purposes of calculating overtime.

35. EMPLOYEE ROSTERED DAY OFF

Ordinary working hours will be scheduled in a 10-day cycle, Monday to Friday inclusive, with 8 ordinary working hours worked for each of 9 days and with 0.8 of an hour on each of those days accruing toward the tenth day, which will be known as the rostered day off (RDO).

26 rostered days are scheduled to be taken off by an Employee for every 12 months' continuous service in accordance with the dates set out in the calendar contained in APPENDIX 1. The purpose of this calendar is to ensure workers and site management manage their fatigue levels, thereby encouraging safer and more productive Projects. Calendars for years not contained in this Policy will be published by the Union when the Holiday and School Terms are released by the Queensland Government.

Payment for RDOs will include an entitlement to the daily fares and travel allowance.

Each day of leave taken and any public holiday occurring during any cycle will be regarded as a day worked for accrual purposes.

An Employee who has not worked a complete cycle will receive pro rata accrued entitlements payable for the rostered day off.

Where an Employee has insufficient accruals for an RDO, the Employer may by Policy with the affected Employee, offset any deficiency from the Employee's annual leave entitlement.

Where the Employer wants an Employee or Employees to work on an RDO, the following process shall be followed:

a) The Employer shall establish that there is a genuine need for the work to take place on the RDO. Examples of where work may take place include, but are not limited to, the following:

jumping cranes, erecting, or dismantling jump form, high-risk activity after consultation with the safety committee),

b) The Employer must consult with the affected Employee(s); and

c) All work on RDO`s will only occur by Policy between the Employer and the Union. Such Policy will be in writing.

The Employer is committed to providing as much notice as is reasonably practicable for a requirement to work. Wherever possible, the process outlined above will occur at least 7 calendar days prior to the RDO in question.

An Employee may refuse to work an RDO in circumstances where the working of such a RDO would result in the Employee working hours which are unreasonable having regard to matters including:

a) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees

b) the Employee's personal circumstances including any family responsibilities

c) any other relevant matter.

Where the procedure in clause 0 above has been followed and at least seven days' notice has been provided to Employees to work on the RDO, Employee's must be paid for at 200% of the rate applicable for the Employee's classification in the Policy, with a minimum payment for 8 hours, for that RDO. Where the procedure in clause 0 above has not been followed or less than 7 days' notice has been provided to Employees to work on the RDO, Employee's must be paid at 250% of the rate applicable for the Employee's classification in the Policy, with a minimum payment of 8 hours, for that RDO.

In addition to the loadings listed above, employees will be provided the opportunity to take the RDO at a later date of their choosing for each RDO that they are required to work.

Up to five (5) RDOs may be accrued under normal industry flexibilities. Accrued RDOs will be taken in the calendar year they were due or be transferred to the employee's annual leave bank in the last pay period of the calendar year provided sufficient RDO hours are retained to cover the scheduled RDOs for January of the following year.

36. PRODUCTIVITY SCHEMES

Productivity Schemes will be prohibited unless written Policy has been reached between the Employer and The Union.

37. LEAVE

Annual leave

An employee's entitlement to annual leave will be consistent with the NES contained in the FW Act.

Annual leave shall accrue at the rate of three-hours per week (i.e. 36 ordinary hours) of service. If the Employee is a Continuous Shiftworker (as defined in this Policy), the Employee shall accrue annual leave at the rate of 3.75 hours per week (i.e. 36 ordinary hours) of service.

The Employer will not unreasonably refuse a request for annual leave by an Employee.

Annual leave will be paid at the rate the Employee would have received if ordinary hours had been worked during the period of leave (including applicable allowances), plus a loading of 17.5%.

At the termination of employment, the Employee will be paid out all outstanding annual leave entitlements, including the 17.5% loading. The annual leave will be paid out as if the Employee were taking leave, commencing from the end of the termination notice period. As such, any public holidays occurring during the period for which the annual leave entitlement applies, will be paid for in addition to the annual leave entitlement.

Personal leave

Permanent Employees shall be entitled to paid leave when they are absent from work due to:

a) personal illness or injury (sick leave, a form of personal leave)

b) for the purposes of caring for partners, children and/or other household or family members who are sick or in a personal emergency and require the Employee's care and support (carer's leave, another form or personal leave); or

c) compassionate leave.

Personal leave shall accrue as follows:

a) Three days in the first month and then one additional day at the beginning of each of the next nine-calendar months will be available in the first year of employment

b) 12 days at the beginning of the Employees second and each subsequent year will commence on the anniversary of engagement

c) All unused personal leave is cumulative.

If required by the Employer, when an Employee is absent for more than two-consecutive days the Employee is required to give the Employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

Unpaid carer's leave will be in accordance with the NES.

Parental leave

An employee is entitled to the Parental Leave provisions contained within the NES.

In addition to the entitlement under the NES the Employer will pay an additional amount as follows:

a) Where the employee is to be the primary care giver, pay the equivalent of the difference between the Government paid parental leave scheme and the employees normal take home pay for a period of four (6) 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 (6) weeks.

To avoid doubt, if the Government paid parental leave scheme ceases to exist the Employer will pay to the employee the employees normal take home pay for the periods set out above.

Maternity leave

This clause applies to birth-related leave only.

a) Where a mother who births a child/children and is the primary care giver of the child will be paid the equivalent of the difference between the applicable Government paid parental

leave scheme and the Employees normal take home pay for a period of twenty-six (26) weeks.

b) This may be taken on a part-time basis over fifty-two (52) weeks.

c) Payment under this clause is in lieu of any payment an Employee might otherwise be entitled to under this clause.

Compassionate leave

Employees are entitled to compassionate leave in accordance with the National Employment Standards contained in the FW Act. In addition, compassionate leave is available for Employees upon the death of a family or household member, or close family Relatives.

Community Service Leave

Community Service Leave will be in accordance with the FW Act.

Long Service Leave

All Employees covered by this Policy are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Division 9, sections 93-114 of the *Industrial Relations Act 2016 (Qld)* as amended from time to time, or the provisions of the *Building and Construction Industry (Portable Long Service Leave) Act 1991 (Qld)*. Section 95 subsection (4) of the *Industrial Relations Act 2016 (Qld)* does not apply to Employees covered by this Policy.

Unpaid leave

Employees may take unpaid leave (in addition to any entitlements to certain types of unpaid leave that are available in accordance with the NES). Such leave will be subject to the Employer's approval except for up to five-days per year of unpaid leave, which may be taken by notice given at or before the commencement of such leave. Unpaid leave can be taken for less than a day.

Public Holidays

Employee entitled to be absent on public holiday.

An employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes. If, in accordance with this clause, an employee is absent from his or her employment on a day or part-day that is a public holiday, the Employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day.

Reasonable requests to work on public holidays.

a) The Employer may request an employee to work on a public holiday if the request is reasonable. Further, written Policy must be reached between the Employer and the Union for any work on public holidays.

b) If the Employer requests an employee to work on a public holiday, the employee may refuse the request if

   (i) the request is not reasonable; or

   (ii) the refusal is reasonable.

In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:

a) the nature of the Employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee

b) the employee's personal circumstances, including family responsibilities

c) whether the employee could reasonably expect that the Employer might request work on the public holiday

d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday

e) the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork)

f) the amount of notice in advance of the public holiday given by the Employer when making the request

g) in relation to the refusal of a request—the amount of notice in advance of the public holiday given by the employee when refusing the request

h) any other relevant matter.

All work done by any employee on:

- 1st January
- 26th January
- Good Friday
- Easter Saturday (the day after Good Friday)
- Easter Sunday
- Easter Monday
- 25th April (Anzac Day)
- May Day (1st Monday in May)
- The Birthday of the Sovereign
- Christmas Eve (from 6.00pm to midnight)
- Christmas Day
- Boxing Day; or
- any day appointed under the Holidays Act 1983 will be paid for at the rate of double time and a-half with a minimum of 4 hours.

In addition to the days set out above, employees will be entitled to public holidays on any other day, or part-day, declared or prescribed by or under a law of Queensland to be observed generally within the Queensland, or a region of the State of Queensland, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

38. FAMILY VIOLENCE LEAVE

General Principles

The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The employer is committed to providing support to staff that are subjected to family and/or domestic violence.

Understanding the traumatic nature of family and/or domestic violence the employer will support their employee if they have difficulties performing tasks at work. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being subjected to family and/or domestic violence. An employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence.

Definition of Family and/or Domestic Violence

For the purpose of this clause, family and/or domestic violence is defined as any violent, threatening or other abusive 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 behaviour.

Family and/or Domestic Violence Leave

An employee, including a casual employee, who is subjected to family and/or domestic violence is entitled to 10 days per year of paid family and/or domestic violence leave for the purpose of:

a) attending legal proceedings, counselling, appointments with a medical or legal practitioner

b) relocation or making other safety arrangements; or

c) other activities associated with the experience of family and/or domestic violence.

In addition, an employee, including a casual employee, who provides support to a close personal contact who is subjected to family and/or domestic violence is entitled to access family and/or domestic leave for the purpose of:

a) accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner

b) assisting with relocation or other safety arrangements; or

c) other activities associated with the family and/or domestic violence including caring for children.

This leave will be in addition to existing leave entitlements, may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.

Upon exhaustion of the leave entitlement in clause 37.4, employees will be entitled to up to [2] days unpaid family and/or domestic violence leave on each occasion.

Notice and Evidentiary Requirements

The employee will give his or her employer notice as soon as reasonably practicable of their request to take leave under this clause.

If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 37.4. 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.

The employer must ensure that any personal information provided by the employee to the employer concerning an employee's experience of family and/or domestic violence is kept confidential. Information will not be kept on an employee's personnel file.

Individual Support

In order to provide support to an employee who is subjected to family and/or domestic violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee subjected to family and/or domestic violence for:

a) changes to their span of hours or pattern or hours and/or shift patterns

b) job redesign or changes to duties

c) relocation to suitable employment within the employer

d) a change to their telephone number or email address to avoid harassing contact; or

e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

39. TERMINATION <UNIONS TO ADVISE><OR COMMON>

The following clause pertains to termination of all employees covered under this policy except Electrical Workers who's termination provisions are contained within Part 4 of this document.

The Employer will consult with the Union prior to making any decision to terminate make redundant or any other form of cancelling the employment contract for any employee.

Employment may be terminated by the Employer due to performance/general misconduct, serious and willful misconduct, or Redundancy.

Performance/General Misconduct

In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following 3 step counselling procedure will be applied. This procedure does not apply for Redundancy situations. An Employee may elect at any step to have their employee representative or any other person or persons of his or her choice, present. The Employee must be given an opportunity to respond to each allegation. At the request of the Employee, copies of any written warnings will be given to the employee representative or any other party to this Policy.

Step 1- First Written Warning

a) The Employer will have a discussion with the Employee, and the Employer will advise the Employee of the problems that the Employer believes exist in relation to the Employee's conduct. If appropriate the Employer will then issue a written warning detailing:

(i) The issues of concern; and

(ii) The standards of improvement required.

Step 2- Final Written Warning

a) If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Employer will have a further discussion with the Employee in which it will advise the Employee of the problems the Employer believes exists in relation to the Employee's conduct. If appropriate the Employer will then issue a final written warning detailing:

(i) The issues of concern; and

(ii) The standards of improvement required; and

(iii) That it is a final written warning and that failure to meet the standards of improvement stated therein may lead to dismissal.

b) If an Employee does not repeat the same offence which produced the need for the final warning, within 6 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for dismissal.

Step 3- Dismissal

(a) If after receiving a final warning, the Employee repeats the same conduct within a period of 6 months, then the Employee may be dismissed. A written notice of dismissal will be provided to the Employee by the Employer outlining the reasons for the dismissal.

The Employer shall provide to each terminated Employee a written statement specifying the period of employment and the classification or type of work performed by the Employee.

The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two business days of termination, or the Employee shall be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday). This claim shall be regardless of whether or not the Employee remains on the job).

The Employer shall pay each terminated Employee for any public holiday that occurs in the period of annual leave that would have been payable had the Employee commenced annual leave on the date of termination. Where the Employee's leave balance would not include public holidays occurring within the 10 working days (excluding weekends) following termination, the Employee shall receive payment for these days.

In cases where the Employer is considering transferring, or terminating the services of an elected Union Delegate, employee representative, or a HSR, a five-day mandatory consultation period shall be initiated by the Employer in the form of a face to face meeting with the Union prior to any final decision on transfer or termination being made. The affected Employee and their nominated representative will be immediately advised in writing of the initiation of the consultation period and shall remain on the job during the consultation process. If the Employer fails to comply with any of these requirements, the notice period that the Employer must give to the affected Employee shall be increased to four weeks.

The employer shall notify all funds upon termination of an employee. This will include informing Qleave of time served.

40. UNION DELEGATE

Where an Employee has been elected as a Union Delegate, the Employer will recognise the following:

a) the right to be treated fairly and to perform their role without any discrimination in their employment

b) for the Union Delegate to represent an Employee were requested in relation to a grievance, dispute or a discussion with a member of the Union

c) the right to place information related to permitted matters in prominent locations in the workplace except that the material must not breach freedom of association, privacy and other applicable laws

d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace

e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace

f) the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts

g) the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts

h) the right for reasonable time off to attend accredited union education

i) the right to take reasonable leave to work with the Union

j) the right to have reasonable time off to participate in the operation of the Union

k) the right to address new employees about the benefits of union membership at the time that they enter employment or on their first day on site.

41. UNION DELEGATE FACILITIES

The Employer shall provide an agreed facility for the use of the Union Delegate to perform their duties and functions as the on-site representative of the Employees. The provision of the following facilities is to ensure that the Union Delegate is able to effectively perform his/her functions in a professional and timely manner. The facilities shall include:

a) a telephone

b) an iPad equipped with mobile Internet access

c) a table and chairs

d) a filing cabinet

e) air-conditioning/heating

f) access to stationery and other administrative facilities, including use of facsimile, use of e-mail, (if available on site), following consultation between the Union Delegate and Site Management

g) a private lockable area.

42. UNION TRAINING LEAVE

An Employee elected as Union Delegate shall, upon application in writing to the Employer, be granted up to five days paid leave each calendar year to attend relevant Union Delegate courses. Such courses shall be designed and structured with the objective of promoting good industrial relations within the building and construction industry.

Consultation may take place between the parties in the furtherance of this objective.

The application for leave shall be given to the Employer in advance of the date of commencement of the course. The application for leave shall contain the following details:

a) The name of the Union Delegate seeking the leave

b) The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and

c) A general description of the content and structure of the course and the location where the course is to be conducted.

The Employer shall advise the Union Delegate within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.

The time of taking leave shall be arranged to minimise any adverse effect on the Employer's operations. The onus shall rest with the Employer to demonstrate an inability to grant leave when an eligible Union Delegate is otherwise entitled.

The Employer shall not be liable for any additional expenses associated with an Employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant Policy classification rate including, shift work loadings where relevant plus Site Allowance where applicable.

Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with a Union Delegate's RDO or with any concessional leave.

A Union Delegate on request by the Employer shall provide proof of their attendance at any course within 7 days. If an Employee fails to provide such proof, the Employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the Union Delegate.

Where a Union Delegate is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the Employee shall receive payment if entitled under the provisions of the relevant award clause.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this Policy.

43. UNION RIGHTS PROMOTING REPRESENTATION OF MEMBERS

The company shall establish policies and procedures so that all reasonable steps are taken to encourage employees, to become financial members of the relevant branch of the Union, subject to relevant legislation.

Any company representative who discourages an employee from becoming a financial member of the union breaches the intent of this Policy.

The company must invite the union delegate to attend every company induction for new employees and to address employees for at least half an hour per attendance.

A standing invitation exists for any representative of the Union covered by this Policy to enter any place where company employees or representatives are for purposes including, but not limited to, dispute resolution or consultation meetings but not for purposes for which a Right of Entry exists under Part 3-4 of the Fair Work Act.

The company will allow the Union to promote membership of the Union.

The company will provide a Union noticeboard at every workplace. The display of material upon the Union noticeboard will be under the control of the Union.

The company will provide any information to the Union about employees that the Union requires, and that is necessary to ensure compliance with this Policy.

The company will provide information about the Union to an employee that the Union requires.

Employees are entitled to have paid time off to attend union meetings of up to 2 hours (or more by Policy) or participate in union activities. There shall be no more than one meeting per shift. The Union shall notify the Company that a meeting is to occur prior to the commencement of the meeting.

Upon request, the company will deduct Union dues from an employee's weekly wages and remit such amount to the Union by EFT within 2 days of the deduction.

44. TIME AND WAGE RECORDS

Particulars of details of payment to each Employee must be included on the envelope including the payment or in a statement handed to the Employee at the time payment is made and will contain the following information:

a) Name of employing Employer;
b) Name of Employee;
c) Employee's classification;
d) Date of payment and period covered by wage statement;
e) Details of the number of ordinary hours worked;
f) Details of the number of overtime hours worked;
g) The ordinary hourly rate and the amount paid at that rate;
h) The overtime hourly rates and the amounts paid at those rates;
i) The gross wages paid;
j) The net wages paid;
k) Details of any deductions made from the wages;
l) Details of all accrued entitlements such as RDOs, personal leave, annual leave, etc;
m) Details of the Employer BUSS(Q) contribution;
n) Details of the Employer BERT contribution, including the amount;
o) Details of the Employer CIPQ payment, including the amount;
p) Details of the Employees BEWT payment, including and the amount.

In addition, the Employer must also maintain the following time and wage records:

a) The Employee's date of birth;

b) date when the Employee became an Employee of the Employer, if appropriate, the date when the Employee ceased employment with the Employer;

c) The Employee's tax file number;

d) The Employee's BUSS(Q) number;

e) The Employee's BERT number;

f) The Employee's QLeave 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.

45. SHAM CONTRACTING

Sham contracting occurs when an Employer engages an individual to perform building work under a contract for services where the true character of the engagement or proposed engagement is that of employment.

The Employer agrees they will not engage in sham contracting and recognises that the practice of sham contracting is unlawful and undermines the job security of the Employees covered by this Policy.

The Employer will not enter into a contract with another person ("the Contractor") under which services in the nature of building work are to be provided to the employer, if:

a) the services are to be performed by an individual (who is not the Contractor); and the individual has any ownership in, or is an officer or trustee of, the contractor; and

b) if the contract were entered into with the individual, the contract would be a contract of employment.

The Employer will maintain records about any Contractors that it has engaged in the preceding month which will include:

a) the name of the Contractor;

b) the owner(s) of the Contractor;

c) the works that the Contractor was engaged to perform;

d) basis on which the Contractor was paid for the work e.g. lump sum/fixed price, daily rate, other; and

The Employer will, within 7 days of receiving a written request from the Union, provide a copy of the records which it is required to keep pursuant to the previous subclause. Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

Where in breach of this clause a sham contract was in place, such that that Contractor was in fact an Employee under this Policy, the calculation for back pay will be calculated on the basis of the difference between what they were paid under sham contract arrangement and:

a) 175% of the applicable hourly rate contained in this Policy; and

b) the Site Allowance (if applicable); and

c) the multi-story allowance (if applicable); and

d) Superannuation (BUSSQ), BERT, CIPQ and BEWT.

46. SECURITY OF PAYMENTS

The Employer recognises that the under, non or late payment of building industry participants for services rendered can affect the entitlements of workers and the security of their employment.

The Employer acknowledges its obligations under the Building and Construction Industry Payments Act 2004 (as amended) and the Subcontractors Charges Act 1974.

The Employer will not engage in illegal or fraudulent phoenix activities for the purpose of avoiding any payment due to another building contractor or building industry participant or other creditor.

The Employer will:

a) comply with all applicable laws and other requirements relating to the security of payments that are due to subcontractors; and

b) ensure that payments which are due and payable are made in accordance with applicable legislative requirements; and

c) have a documented dispute settlement process in accordance with all applicable legislative requirements that details how disputes about payments will be resolved, includes a referral process to an independent adjudicator for determination if the dispute cannot be resolved between the parties and must comply with that process; and

d) as far as practicable, ensure that disputes about payments are resolved in a reasonable, timely and cooperative way.

e) Principal contractors and contractors will ensure reasonable allowance is included in contracts taking into account historic weather conditions and forecast rainfall.

f) The Employer will keep records demonstrating its compliance with clause **Error! Reference source not found.**. 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 **Error!**

Reference source not found., 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).

47. TEMPORARY FOREIGN LABOUR

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.

The Employer recognises that the engagement of temporary foreign labour may undermine the job security of the Employees covered by this Policy. The parties wish to limit the circumstances in which temporary foreign labour can be engaged to ensure the job security of the Employees covered by this Policy.

The Employer will not engage temporary foreign labour unless:

a) the position is first advertised in Australia; and

b) the advertising was targeted in such a way that a significant proportion of suitably qualified and experienced Australian citizens and Australian permanent residents (within the meaning of the Migration Act 1958 (Cth) would be likely to be informed about the position; and

c) any skills or experience requirements set out in the advertising were appropriate to the position; and

d) the employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job; and

e) temporary foreign labour will be engaged in accordance with this Policy, and

f) Written Policy has been reached with the Union.

The Employer will, within 7 days of receiving a written request from the Union provide evidence demonstrating its compliance with this clause. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

Where an employer engages temporary foreign labour in breach of this clause, the position shall, as soon as practicable, be re-advertised and filled by the employer strictly in accordance with this clause.

48. QUALITY BUILDING MATERIALS

The Parties recognise the complex issue of non-conforming building products (NCBPs). NCBPs are building products about which false claims have been made as to their quality and purpose or do not meet required standards for their intended use. A building product is non-conforming if, in association with a building, the product:

a) is not, or will not be, safe; or

b) does not, or will not, comply with relevant regulatory provisions; or

c) does not perform, or is not capable of performing, for the use to the standard represented.

The Parties recognise that domestically sourced and manufactured conforming building products are less likely to create the above conditions and accordingly wish to maximise the use of domestically sourced and manufactured building materials by the Employer.

The Employer will only use products in building work that comply with relevant Australian standards published by, or on behalf of, Standards Australia in accordance with the National Construction Code.

In order to maintain compliance, the Employer will maintain records in accordance with the Building and Construction Legislation (Non-Conforming Building Products – Chain of Responsibility and Other Matters) Amendment Act 2017

The Employer will, within 7 days of receiving a written request from the Union, provide a copy of the records which it is required to be keep pursuant to the previous clause **Error! Reference source not found.**.

49. COMPLIANCE WITH THIS POLICY

Complaints, queries and concerns regarding entitlements paid in relation to the Award or this Policy shall be raised and resolved in accordance with the disputes procedure in this Policy. Authorised industrial personnel shall be provided access to time and wage records in accordance with all legal requirements. Relevant Union Officials shall be provided access to time and wages records in accordance with the FW Act.

The Employer will conduct an audit using the Audit Form provided for in APPENDIX 3 to confirm compliance with:

a) Awards and workplace arrangements which have been certified, registered or otherwise approved under the relevant industrial legislation.

b) Legislative requirements such as:

(i) the Fair Work Act 2009; or

(ii) QLD/NT Workers Compensation; or

(iii) Superannuation; and

(iv) Long Service Leave.

This audit will be conducted when there is a request from the Union that that there is a reasonable suspicion of non-compliance. The audit will be undertaken in accordance with ISO9001-2008 by an auditing company agreed between the Employer and the Union. A copy of the audit record will be provided to the Union, and any representative nominated by the Employee.

50. POSTING OF POLICY AND NOTICES

A true copy of this Policy shall be exhibited in a conspicuous and convenient place on the premises of the Employer and on every Employee's worksite so as to be easily read by Employees.

51. SEVERABILITY

It is the intention of those covered by this Policy that the Policy contains only permitted matters under the FW Act. The severance of any term of this Policy that is, in whole or in part, of no effect by virtue of the operation of section 253 of the FW Act shall not be taken to affect the binding force and effect of the remainder of the Policy. To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

PART 2 – CONSTRUCTION WORKERS

52. CONSTRUCTION RELEVANT DEFINITIONS

Continuous Service includes absence due to: Annual Leave; Personal Leave; Parental Leave; illness or accident up to a maximum of 4 weeks after the expiration of sick leave; jury service; injury received during the course of employment and up to a maximum of 52 weeks for which the Employee received workers` compensation; where called up for military service for up to 3 months; long service leave.

Continuous Shift Worker means, for the purpose of the additional week of annual leave provided by the NES means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least five consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

Construction Work means any work carried out in connection with the construction, alteration, conversion, fitting-out, commissioning, renovation, refurbishment, demolition, decommissioning or dismantling of a structure, including associated prefabrication work.

Crib Time means any meal break during overtime or Shift Work. It is to be taken without loss of pay.

Employee Representative means a duly elected, or appointed, representative by Employees for the purpose of representing those Employees.

Injury shall have the same definition as the *Workers' Compensation and Rehabilitation Act 2003 (Qld).*

Kept waiting for wages on pay day means all such time spent waiting, wherever the waiting is done.

Redundancy means a situation where an Employee ceases to be employed by the Employer, other than for reasons of general, serious willful misconduct. **Redundant** has a corresponding meaning.

Shiftwork shall be defined as per clause 33.12.

Total Cost of Work means the total value of the project declared to QLeave.

Special Class Dogman means a Dogman having no less than 12 months on the job experience in dogging tower cranes and, having obtained a 'Verification of Competency (VOC) for a particular tower crane.<move to ours>

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.move to ours.

53. CONTRACT OF EMPLOYMENT

At the point of engagement of each Employee, the Employer must inform the person in writing whether the engagement is on a permanent casual or job share basis stating by whom the Employee is employed, the job performed, the classification level, office from which they are engaged and the relevant rate of pay. Employees may relocate and transfer their office of engagement provided that there has been consultation between the Parties and it is agreed in writing between the Employer and the Employee. Each new Employee shall upon commencement also be provided with a copy of this Policy, or alternatively, access to the Policy in electronic format at the discretion of the Employee.

The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill, competence and training consistent with the Employee's classification provided that such duties do not promote deskilling.

If an Employee is absent from work for a period for which they have or will claim workers' compensation, the Employee's contract of employment shall remain intact during the period of absence. The Employer shall continue to make contributions (and where applicable, reports of service) on behalf of the Employee to BUSS(Q), Australian Super, CBUS, BERT/CIRT, BEWT/JetCo, STQ, CIPQ/, Protect, Wageguard, WIP Income Insurance and Qleave or other funds nominated. The Employee shall also continue to accrue all appropriate leave entitlements for the first twelve months of the Employee's absence due to the workers compensation claim.

54. TECHNOLOGY

Employees must not be required to use personal electronic devices, without Policy between the parties to this Policy.

55. EFFECTIVE WORK ORGANISATION

Effective Work Organisation refers to methods of organising work so that Employee and Employer objectives can be achieved efficiently, sustainably and safely, producing results which are acceptable to all concerned.

Where the Employer is the principal contractor, or they are required under contract to provide the following key site attendant roles on a project, the Employer shall engage these employee`s directly unless otherwise agreed:

a) Union Delegates
b) First aid attendants
c) Amenities attendants
d) Hoist drivers (including builders' lift drivers)
e) Crane crews (except 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.

The parties acknowledge that traditional trade-based training through apprenticeships, was one of the best paths for career development in the construction industry. The employer will engage a reasonable number of apprentices and trainees directly through consultation with the Union.

Tower Cranes

In order to maximise the continuity and security of employment for Employees and to ensure that the Employer's equipment is operated only by qualified, experienced and capable persons, the Employer agrees that in relation to the operation of tower cranes all tower cranes which are hired out by the Employer (or by an associated entity of the Employer), and which are capable of being operated by Employees of the Employer shall be supplied with a suitably qualified crane crew who are current Employees of the Employer for the duration of the hire period.

56. APPRENTICES/TRAINEES

Apprentices/Trainees shall be entitled to all of the applicable rates and conditions of employment prescribed by this Policy.

For clarification, in addition to the rates in clause 64, Trainees are entitled to receive full Daily Travel, BERT/ CIRT/PROTECT, BEWT/JetCo, STQ, CIPQ/WAGEGUARD, Superannuation and any other entitlements in accordance with this Policy. Such entitlements shall not be paid at rates applicable to Apprentices.

Training arrangements for Apprentices/Trainees shall be as provided as in clause 7 of this Policy Relationship to Awards, Policy and Other Legislation.

Apprentices/Trainees shall be entitled to be paid the daily fares and travel allowance whilst attending training.

The Employer shall be responsible for meeting all costs associated with Apprenticeship/Traineeship training, including any student registration, tuition fee or other course costs.

During the first year of an Apprenticeship, tools to the minimum retail value of $600.00 shall be supplied by the Employer within a period of three months after the expiry of the probationary period or within a period of six months from the date of commencement of the employment, whichever first occurs.

During the second and subsequent years (or part of a year) of apprenticeship tools to the retail value of $600.00 shall be supplied by the Employer within a period of three months from the commencement date of each such year (or part of a year) of the indentured Apprenticeship.

Where an Apprentice has entered a Competency Based Training Policy, 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 0 and clause 0 above.

Apprentice Ratio

The Employer recognises that in order to increase the efficiency and productivity of the Employer, a significant commitment to structured training and skill development is required. They also recognise the importance of the apprenticeship system to the construction industry. Therefore, the Parties agree:

a) If the Employer employs five (5) or more tradespeople in any one classification, it undertakes to employ an apprentice(s) or make arrangements to host an apprentice from an agreed scheme.

b) The Employer is committed to ensuring that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, to this end the Employer will 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.

57. ADULT APPRENTICES

Adult apprentices are apprentices who commence their apprenticeship at the age of 21 years or older. Adult apprentices engaged under any of the classifications set out in Section 64 of this agreement and will be paid a minimum rate equal to the rate of pay for a second-year apprentice, for the first two years of the apprenticeship, then on parity with other apprentices for the third and fourth years.

58. WAGES

Employees that are construction workers must be paid wages in accordance with section 64 of this document from the first full pay period after the dates specified. Those rates include the following increases:

Date	Percent
1 July 2023	5%
1 July 2024	5%
1 July 2025	5%
1 July 2026	5%
1 July 2027	5%

The wage rates detailed in section 64 of this document are structured as follows:

a) The wage rates detailed in section 64 of this document for classifications CW1 to CW4 inclusive include the weekly hand tool allowance (where relevant)

b) The ordinary time hourly rate for all purposes shall be calculated by dividing the appropriate weekly rate by 36.

c) The wage rates for classifications CW 5 and above detailed in section 64 of this document do not contain the weekly hand tool allowance. Where this allowance is applicable, it must be paid in addition to the rates contained in section 64 of this document.

Wages for apprentices shall be calculated by applying a fixed percentage to the rates of specific trades as provided by the applicable award or order. Provided that the trade rate shall not include the hand tool or power tool allowances for the purpose of this calculation.

59. CLASSIFICATIONS

The Classification levels for Employees engaged under this Policy shall be read in accordance with the Award unless specifically amended by the terms of this Policy. Classification levels, relativities, pay rates and other details are contained in section 64 of this document.

Marker/Setter Out

An Employee not already engaged as CW4 (marker/setter) shall be paid an all-purpose allowance of 5% of his/her applicable hourly rate when performing this work.

Higher Duties

Where any Employee on any day performs two or more classes of work to which different rates of pay are applicable, the Employee shall be paid at the higher hourly rate for the day if the Employee is required to work at that class of work for two (2) hours or more, and if for less than two (2) hours during any one (1) day the Employee will be paid the higher rate for the time so worked.

60. ALLOWANCES

In addition to the wage rates prescribed in this Policy, Employees shall be paid additional allowances as provided for by the Award. The rates for the various allowances shall be as provided below and/or in section 64 of this document.

The rates for all allowances shall be payable from the commencement of the first pay period after the dates specified.

Fares and Travel Allowance

All Employees shall be entitled to receive the fares and travel allowance as follows:

a) Employees engaged on projects valued over $50 million.

Distance	1/1/2023	1/7/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Zone 1	$50	$55 per day	$60 per day	$62 per day	$64 per day	$66 per day
Zone 2	N/A	$75 per day	$80 per day	$82 per day	$84 per day	$86 per day

Zone 3	N/A	$95 per day	$100 per day	$102 per day	$104 per day	$106 per day

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a) 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

a) Zone 2 and 3 only apply to employees who live further than 50Kms from their place of work.

b) There shall exist zone borders at both 50kms, 100kms and 150kms from the business address where the employee is engaged. The business address where the employee is engaged will be the address listed in definitions under `Employer` or by written Policy with the Union.

c) At the commencement of the project the radial distance from the business address to the project will be calculated.

d) Employees will be paid the corresponding travel allowance based on the zone the project is located in relative to the business address where they are engaged.

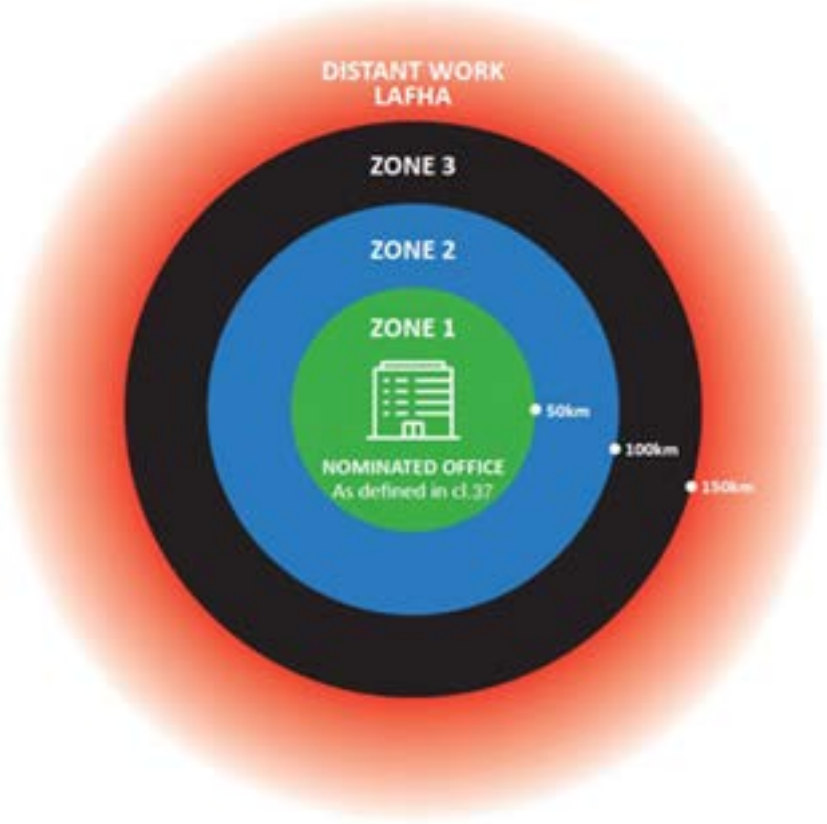
e) In the event that the Employer supplies a vehicle for travelling to and from work to the employee the amount of travel paid for zone 2 and 3 will be the difference between the relevant zone travelled too and the amount due from zone one. This shall be considered payment for distant travel.

f) For clarity the fares and travel allowance under the applicable awards will not apply. The allowances for being sent to multiple jobs in a day as listed in Clause 64 of this agreement will continue to apply.

g) Apprentices shall receive the following percentage of the amount detailed above:

Stage	Percentage	Stage	Percentage
1st	75%	3rd	90%
2nd	85%	4th	95%

TRAVEL ALLOWANCE EXPLANATORY DIAGRAM



Site Allowance

A Site Allowance as detailed below will be paid as a flat amount for each hour worked and will remain unaltered for the duration of each project. At the commencement of any new project by the Employer the Employer will inform the relevant Employees of the value of the project. Where there is a dispute with the value of the project, the Qleave 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

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a) Site Allowance is not subject to any premium or penalty and shall compensate for

b) all disabilities other than:

(i) Heavy Blocks

(ii) Explosive

(iii) Powered Tools

(iv) Scaffolder's Licence Allowance

(v) Unbacked Insulation

(vi) Swing Stage

(vii) Height/ Multi Storey.

NB: the Living Away from Home Allowance, travel allowance, transfers during working hours and all allowances referred to under common allowances or relevant sector allowances of this Policy are not disability allowances for the purposes of this clause.

Height Allowance

Height allowance will be payable on all multi-story projects from commencement as per the following:

a) Where the Total Cost of Work is $50m or greater, height allowance shall be paid in accordance with the following.

ALLOWANCE TITLE	From Commencement	From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026	From 1/07/2027
Multi-storey (Height): commencement to 15th floor	$1.38	$1.45	$1.52	$1.60	$1.68	$1.76
Multi-storey (Height): 16th to 30th	$1.64	$1.72	$1.81	$1.90	$1.99	$2.09
Multi-storey (Height): 31st to 45th	$2.55	$2.68	$2.81	$2.95	$3.10	$3.25
Multi-storey (Height): 46th to 60th	$3.30	$3.47	$3.64	$3.82	$4.01	$4.21
Multi-storey (Height): 61st and onwards	$4.03	$4.23	$4.44	$4.67	$4.90	$5.14

b) Where the Total Cost of Work is less than $50m, the value of height allowance shall be paid in accordance with the Building and Construction General Onsite Award 2020.

The applicable Height and Site Allowances will be paid to Employees on a project in respect of works performed by the Employer on that project:

a) Up to the Employer's contractual practical completion for the last separable portion of that project, and to any additional work that is continuous and carried out by the Employees of the Employer on that project post practical completion, that falls under the Employer's original contract (for example defects work).

Leading Hand

A leading hand is an Employee who is given by the Employer, or the Employer's agent, the responsibility of directing and/or supervising the work of one or more other persons. A person specifically appointed to be a leading hand, will be paid for all purposes, the leading hand allowance appropriate for the number of persons in the Employee's charge. Additionally, a leading hand will be paid at the hourly rate of the highest classification supervised or the Employee's own hourly rate, whichever is the highest.

Living Away from Home Allowance

Where an Employee is engaged on distant work, the provision of reasonable board and lodgings will be supplied by the Employer, at no cost to the Employee.

a) Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.

b) Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.

c) If the employer does not supply meals then an allowance will be paid per meal in accordance with clause 64 Allowances 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 Policy from the union. Such Policy will take into consideration daily travelling time and its effect on fatigue and may include an Policy to enact the distant works provision of this Policy where workers are required to travel less than 150km.

e) Rosters for Distant work shall be agreed in writing between the Employer and the Union before the distant work commences.

f) Employees rostered for distant work must be notified in writing by the Employer. To ensure fatigue is managed safely, no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work. Notwithstanding any other requirements in this 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

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 clause 64 of this Document.

Engagement of more than one mobile crane

Where more than one mobile crane is engaged on any single lift the following additional payments shall be made per lift:

Number of Cranes	1/7/2022	1/72023	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

61. SUPERANNUATION

It is agreed that the default fund under this Policy shall be BussQ.

All Employees shall be entitled to receive Employer superannuation contributions and shall also co-contribute a minimum amount from their wages.

On projects where the Total Cost of Work is $50m or greater, the Employer will contribute on behalf of each Employee the following minimum weekly amount:

Date	1/7/2022	1/7/2023	1/7/2024	1/7/2025	1/7/2026
Super	$255/week	$285/week	$297/week	$310/week	$323/week

On projects where the Total Cost of Work is $50m or greater, every Employee shall co-contribute by way of salary sacrifice the following minimum weekly amount:

Date	1/7/2022	1/7/2023	1/7/2024	1/7/2025	1/7/2026

Co-Cont.	$64/week	$72/week	$75/week	$78/week	$81/week

The contributions in clauses 60.3 and 60.4 shall be in addition to all other entitlements prescribed by this Policy.

Contributions for apprentices shall be calculated at 12% of ordinary time earnings.

Apprentices shall co-contribute by the way of salary sacrifice 3% of ordinary time earnings.

On projects where the Total Cost of Work is less than $50m, superannuation shall be calculated at the rate outlined in the Superannuation Guarantee (Administration) Act 1992 (SGAA), be paid on all hours worked, up to a maximum of 36 hours per week and contributed to the Superannuation fund on a monthly basis.

Where an employee has worked on multiple sites during the week, the higher contribution for superannuation outlined above will apply, provided the employee has worked any of the week on a project where the Total Cost of Work is $50m or greater.

The Employer will, on behalf of the Employee, forward the above amounts directly to each Employee's superannuation account at least once each calendar month.

Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave (including leave paid for by Qleave 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.

Should it be established that the Employer has failed to make payments as required; the Employer shall be liable to make the appropriate contributions immediately upon being notified of the non-compliance. Further, the Employer shall pay an additional 10% per annum (calculated on a pro-rata basis) to offset the interest that the contributions would have attracted in the relevant fund had they been paid on the due dates. The requirement for the Employer to make retrospective payments shall not limit any common law action which may be available in relation to death, disablement, or any similar cover existing within the terms of a relevant fund.

62. SALARY SACRIFICE ARRANGEMENTS

Employees covered by this Policy will have access to salary sacrifice arrangements in addition to the compulsory arrangement detailed above. The requirements of any such arrangements shall ensure that:

a) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual Employee.

b) An Employee wishing to enter into a salary sacrifice arrangement will be required to notify his/her Employer in writing of the intention to do so and have sought expert advice in relation to entering into such an arrangement.

c) The Employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the Employees under the Policy.

d) The co-contribution of superannuation payments referred to herein shall be made by way of salary sacrifice arrangements.

63. INCOME PROTECTION AND PORTABLE UNUSED SICK LEAVE

The Employer will contribute the following amounts (including GST) per week to CIPQ in respect of each of its Employees for, or on account of, the premium insuring income protection for each of those Employees:

Date	1/3/2022	1/3/2023	1/3/2024	1/3/2025	1/3/2026	1/3/2027
CIPS	$41.30	$47.00	$51.00	$54.00	*	*

To be advised in accordance with 35.2

The income protection policy provided by the Employer will provide $1600 as a weekly benefit in the event of a claim.

If CIPQ decides that a higher weekly rate per Employee must be paid or provided, the Employer must pay that higher rate as and from the date CIPQ determines. Payment at the rate specified under clause 62.1 from the date determined by CIPQ will satisfy the Employer's obligations under clause 62.1.

If the Employer does not contribute to CIPQ the amount required under clause 62.1 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.

All accrued and unused sick leave will be notified to CIPQ upon termination for each employee, for the purposes of portable sick leave.

64. REDUNDANCY

The Employer will utilise BERT to meet all of the liabilities for Redundancy payments and further to ensure that an amount equal to the credit balance of the Employee's account in the Employee's Redundancy fund is paid to the Employee when the Employee is entitled to that payment pursuant to the terms of the Employee's Redundancy fund.

For projects where the Total Cost of Work is $50m or greater, the Employer will contribute on behalf of each Employee the following minimum weekly amount listed below for redundancy:

1 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 July2023	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

For projects where the Total Cost of Work is less than $50m, the Employer will contribute on behalf of each Employee the following minimum weekly amount for redundancy:

1 January 2022	1 July 2023	1 January 2024	1 January 2025	1 January 2026	1 January 2027
$54.00	$82.00	$87.00	$91.00	$96.50	$100.00

New rates are effective from the first pay period of the month listed

At the same time contributions are made to the Employee's Redundancy fund, the Employer must pay to the Trustee of the Building Employees Welfare Trust (BEWT) or other similar fund nominated by the Union an amount equal to the following:

1 January 2022	1 July 2023	1 January 2024	1 January 2025	1 January 2026	1 January 2027
$6.00	$9.00	$9.50	$10.00	$10.50	$11.00

New rates are effective from the first pay period of the month listed

Where an employee has worked on multiple sites during the week, the higher contributions for BERT and BEWT outlined above will apply, provided the employee has worked any of the week on a project where the Total Cost of Work is $50m or greater.

Apprentice contributions shall be calculated using the following percentage of the trade rate:

Stage	Percentage
1st	50%
2nd	60%
3rd	75%
4th	90%

Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave (including leave paid for by QLeave 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.

Where the Employee's balance in the Employee's Redundancy fund reaches $20,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund or redirected to BUSS(Q). It is the Employee's option only. Where an employee exercises (or has exercised) this option, his or her Redundancy entitlement will be deemed met for all current and future entitlements arising from the current employment engagement.

Contributions to the Employee's Redundancy fund must be made, at a minimum, monthly, by no later than the 15th of the following month. Details of the Employer's contribution for each month including when contribution was made and for how much, are to be shown on the Employee's wage statement by the end of the second week of each subsequent month. Late payments shall attract a penalty of 10% of the total amount due, unless there is a reasonable explanation that is acceptable to the parties of this Policy.

65. 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		p/w	$1,948.38	$2,045.80	$2,148.09	$2,255.50	$2,368.27

	Mobile Concrete Boom Pump Operator	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	p/w	$1,714.58	$1,800.31	$1,890.32	$1,984.84	$2,084.08

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	Labourer, Truck Delivery Driver and Others	p/h	$47.63	$50.01	$52.51	$55.13	$57.89

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	$1,670.04	$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

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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	$1,855.60	$1,948.38	$2,045.80	$2,148.09	$2,255.50
		p/h	$51.54	$54.12	$56.83	$59.67	$62.65
4	Traineeship (CW2 - 96% of CW3)	p/w	$1,781.38	$1,870.45	$1,963.97	$2,062.17	$2,165.28
		p/h	$49.48	$51.96	$54.55	$57.28	$60.15
3	Traineeship (CW1 - 92.4% of CW3)	p/w	$1,714.58	$1,800.31	$1,890.32	$1,984.84	$2,084.08
		p/h	$47.63	$50.01	$52.51	$55.13	$57.89
2	Traineeship (CW1(b) - 88% of CW3)	p/w	$1,632.93	$1,714.58	$1,800.31	$1,890.32	$1,984.84
		p/h	$45.36	$47.63	$50.01	$52.51	$55.13
1	Traineeship (New Entrant - 82% of CW3)	p/w	$1,521.59	$1,597.67	$1,677.56	$1,761.43	$1,849.51
		p/h	$42.27	$44.38	$46.60	$48.93	$51.38
Trainees shall progress through each of the stages every six months from the date of commencement, unless stages are otherwise completed earlier.							

EARTHMOVERS CLASSIFICATIONS – RATES OF PAY								
Level	**Occupations**	**From**	**1/07/2022**	**1/07/2023**	**1/07/2024**	**1/07/2025**	**1/07/2026**	**1/07/2027**
CW3	Bobcat, Pile Driver	p/w	$1,728.18	$1,814.59	$1,905.32	$2,000.58	$2,100.61	$2,205.64
		p/h	$48.00	$50.40	$52.92	$55.57	$58.34	$61.26
CW4	Backhoe, Drott, Vibrating Roller, Front Mini Excavator	p/w	$1,784.14	$1,873.35	$1,967.01	$2,065.37	$2,168.63	$2,277.06
		p/h	$49.55	$52.03	$54.63	$57.36	$60.23	$63.24
CW5	Bulldozer, Scraper Excavator, Grader, Front end loader over 2.25mtrs	p/w	$1,859.96	$1,952.96	$2,050.61	$2,153.14	$2,260.79	$2,373.83
		p/h	$51.65	$54.23	$56.94	$59.79	$62.78	$65.92
CW6	Final Trim Grader	p/w	$1,929.77	$2,026.26	$2,127.57	$2,233.95	$2,345.65	$2,462.93
		p/h	$53.59	$56.27	$59.08	$62.04	$65.14	$68.40

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MOBILE HYDRAULIC PLATFORMS CLASSIFICATIONS - RATES OF PAY							
MOBILE HYDRAULIC PLATFORMS							
Occupations	**From**	**1/07/2022**	**1/07/2023**	**1/07/2024**	**1/07/2025**	**1/07/2026**	**1/07/2027**
Trainee (as defined)	p/w	$1,709.54	$1,795.02	$1,884.77	$1,979.01	$2,077.96	$2,181.85
	p/h	$47.49	$49.86	$52.36	$54.98	$57.72	$60.61
Boom length up to and including 11 metres (including trainees)	p/w	$1,717.95	$1,803.85	$1,894.04	$1,988.74	$2,088.18	$2,192.59
	p/h	$47.72	$50.11	$52.61	$55.24	$58.00	$60.90
Boom length over 11 metres and up to 17 metres	p/w	$1,796.18	$1,885.99	$1,980.29	$2,079.30	$2,183.27	$2,292.43
	p/h	$49.90	$52.40	$55.01	$57.77	$60.65	$63.69
Boom length over 17 metres and up to 23 metres	p/w	$1,847.33	$1,939.70	$2,036.68	$2,138.52	$2,245.44	$2,357.71
	p/h	$51.32	$53.89	$56.58	$59.41	$62.38	$65.50
Boom length over 23 metres and up to 28 metres	p/w	$1,907.50	$2,002.88	$2,103.02	$2,208.17	$2,318.58	$2,434.51
	p/h	$52.98	$55.63	$58.41	$61.33	$64.40	$67.62
Unit equipped with underbridge unit	p/w	$1,907.50	$2,002.88	$2,103.02	$2,208.17	$2,318.58	$2,434.51
	p/h	$52.98	$55.63	$58.41	$61.33	$64.40	$67.62

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MOBILE CRANE CLASSIFICATIONS - RATES OF PAY							
MOBILE CRANES							
Occupations	**From**	**1/07/2022**	**1/07/2023**	**1/07/2024**	**1/07/2025**	**1/07/2026**	**1/07/2027**
Up to 20 tonnes	p/w	$1,840.57	$1,932.60	$2,029.23	$2,130.69	$2,237.22	$2,349.09
	p/h	$51.13	$53.69	$56.37	$59.19	$62.15	$65.26
Over 20 tonnes and up to 60 tonnes	p/w	$1,898.72	$1,993.66	$2,093.34	$2,198.01	$2,307.91	$2,423.30
	p/h	$52.74	$55.38	$58.15	$61.05	$64.11	$67.31
Over 60 tonnes and up to 100 tonnes	p/w	$1,955.75	$2,053.54	$2,156.21	$2,264.03	$2,377.23	$2,496.09
	p/h	$54.33	$57.05	$59.90	$62.89	$66.04	$69.34
Over 100 tonnes and up to 200 tonnes	p/w	$2,008.87	$2,109.31	$2,214.78	$2,325.52	$2,441.79	$2,563.88
	p/h	$55.80	$58.59	$61.52	$64.60	$67.83	$71.22
Over 200 tonnes and up to 300 tonnes	p/w	$2,110.63	$2,216.16	$2,326.97	$2,443.32	$2,565.48	$2,693.76
	p/h	$58.62	$61.55	$64.63	$67.86	$71.25	$74.82
Over 300 tonnes and up to 400 tonnes	p/w	$2,153.66	$2,261.34	$2,374.41	$2,493.13	$2,617.79	$2,748.68
	p/h	$59.84	$62.83	$65.97	$69.27	$72.74	$76.37
Over 400 tonnes and up to 500 tonnes	p/w	$2,210.70	$2,321.24	$2,437.30	$2,559.16	$2,687.12	$2,821.48
	p/h	$61.42	$64.49	$67.72	$71.10	$74.66	$78.39
Over 500 tonnes and up to 600 tonnes	p/w	$2,283.48	$2,397.65	$ 2,517.54	$2,643.41	$2,775.58	$2,914.36
	p/h	$63.43	$66.60	$69.93	$73.43	$77.10	$80.95
Over 600 tonnes and up to 700 tonnes	p/w	$2,337.12	$2,453.98	$2,576.67	$2,705.51	$2,840.78	$2,982.82
	p/h	$64.92	$68.17	$71.57	$75.15	$78.91	$82.86
Over 700 tonnes (+$1.59 for every 100 tonnes above 700 tonnes)	p/w	$2,394.72	$2,514.46	$2,640.18	$2,772.19	$2,910.80	$3,056.34
	p/h	$66.52	$69.85	$73.34	$77.01	$80.86	$84.90
Rigger, dogman	p/w	$1,797.84	$1,887.73	$1,982.12	$2,081.22	$2,185.29	$2,294.55
	p/h	$49.94	$52.44	$55.06	$57.81	$60.70	$63.74

0901

PILING CLASSIFICATIONS - RATES OF PAY								
Level	**Occupations**	**From**	**1/07/2022**	**1/07/2023**	**1/07/2024**	**1/07/2025**	**1/07/2026**	**1/07/2027**
CW7	Senior Supervisor	p/w	$2,059.41	$2,162.38	$2,270.50	$2,384.02	$2,503.23	$2,628.39
		p/h	$57.20	$60.06	$63.06	$66.22	$69.53	$73.00
CW6	Working Supervisor	p/w	$1,973.69	$2,072.37	$2,175.99	$2,284.79	$2,399.03	$2,518.98
		p/h	$54.82	$57.56	$60.44	$63.46	$66.63	$69.97
CW5	Junior Supervisor	p/w	$1,887.83	$1,982.22	$2,081.33	$2,185.40	$2,294.67	$2,409.40
		p/h	$52.44	$55.06	$57.82	$60.71	$63.74	$66.93
CW4	Senior Foundation Operator (SFO)	p/w	$1,813.57	$1,904.25	$1,999.46	$2,099.43	$2,204.41	$2,314.63
		p/h	$50.37	$52.89	$55.53	$58.31	$61.23	$64.29
CW3	Foundation Operator (FO)	p/w	$1,760.92	$1,848.97	$1,941.41	$2,038.49	$2,140.41	$2,247.43
		p/h	$48.92	$51.37	$53.93	$56.63	$59.46	$62.44
CW3	Foundation Labourer - Skilled (FSL)	p/w	$1,760.92	$1,848.97	$1,941.41	$2,038.49	$2,140.41	$2,247.43
		p/h	$48.92	$51.37	$53.93	$56.63	$59.46	$62.44
CW2	Foundation Labourer 2 (FL2)	p/w	$1,690.41	$1,774.93	$1,863.68	$1,956.86	$2,054.70	$2,157.44
		p/h	$46.96	$49.31	$51.77	$54.36	$57.08	$59.93
CW1	Foundation Labourer 1 (FL1)	p/w	$1,627.14	$1,708.50	$1,793.92	$1,883.62	$1,977.80	$2,076.69
		p/h	$45.19	$47.45	$49.82	$52.31	$54.93	$57.68

Civil Construction Rates of Pay							
Level	**Occupations**	**From**	**1/07/2023**	**1/07/2024**	**1/07/2025**	**1/07/2026**	**1/07/2027**
CW1 (85%)	New Entrant (an entry level with less than 12 months experience), General Labourer, Stores Assistant	p/w	$ 1,656.07	$ 1,738.69	$ 1,825.60	$ 1,917.09	$ 2,012.87
		p/h	$ 46.00	$ 48.30	$ 50.71	$ 53.25	$ 55.91
CW2 (90%)	Skilled General Labourer, Earthworks, Trim Grade Checker, Heavy Plant Spotter, Concrete Gang, Concrete Float Hand, Paving Stringliner, Store-person, Yardman, Chainman	p/w	$ 1,753.49	$ 1,840.97	$ 1,932.98	$ 2,029.86	$ 2,131.27
		p/h	$ 48.71	$ 51.14	$ 53.69	$ 56.39	$ 59.20
CW3 (92%)	Elevated Work Platform Operator with Ticket, Hoist Driver, Form Work Labourer, Road Roller Operator under 12T, Heavy Mobile Plant Operator (0-5T), Ticketed Dogman, Steel fixer, Ticketed Forklift Driver, Ticketed Rigger/Scaffolder, Telehandler (Up to 4.5T), Hiab Operator, Shotcreter, Shotcrete Crew, Painter,Rail Track Worker - TLI Cert 2 in Rail, Infrastructure, Railway Safety Protection Officer Level 1	p/w	$ 1,792.45	$ 1,881.88	$ 1,975.94	$ 2,074.97	$ 2,178.63
		p/h	$ 49.79	$ 52.27	$ 54.89	$ 57.64	$ 60.52
CW4 (96%)	Concrete Line Pump Operator, Road Roller Operator 12T and over, Concrete Finisher, Concrete Paving Spreader, Non-certified Tradesperson, WHSO, Rail Track Worker - TLI Cert 2 in Rail Infrastructure (commenced Cert 3), Sleeper gantry,operator Railway Safety Protection Officer Level 2	p/w	$ 1,870.39	$ 1,963.70	$ 2,061.85	$ 2,165.18	$ 2,273.36
		p/h	$ 51.96	$ 54.55	$ 57.27	$ 60.14	$ 63.15
CW5 (100 %)	Trade Qualified Tradesperson, Crane Operator (5-20T), Operators of: Tractor up to but not exceeding 48kw (65bhp), Skid Steer Excavator up to but not exceeding 48kw (65bhp), Dumper/Water Cart not exceeding 40T, Mobile Concrete Pump Boom, Forklift not exceeding 48kw, Shotcrete Placing Machine, Paver, Gantry Crane Operator, Rail Track Vehicle Operator, Trade Qualified welder (Cert 3), Rail Track Worker – TLI Cert 3 in Rail Infrastructure Railway Safety Protection Officer Level 3 or 4	p/w	$1,947.91	$2,045.30	$2,147.57	$2,254.95	$2,367.69
		p/h	$ 54.12	$ 56.82	$ 59.66	$ 62.65	$ 65.78

Civil Construction Rates of Pay							
Level	**Occupations**	**From**	**1/07/2023**	**1/07/2024**	**1/07/2025**	**1/07/2026**	**1/07/2027**
CW6 (105 %)	Heavy Mobile Plant Operator (>20T-60T), Operators of: Tractor 48kw up to but not exceeding 370kw, Loader-Front End and Overhead from 48kw up to but not exceeding 370kw including:960, 966, 980, Dry Batch Plant, Pug Mill, Skid Steer Tractor from 48kw, Forklift from 48kw but not exceeding 220kw, Excavator not exceeding 3cubic metres, Dumper/Water Cart over 40T but not exceeding 100T, Dozer D8 without GPS, Compactor 825 without GPS, Graders 140,143,14,16 without GPS, Rail Track - Team Leader - Track Inspection / Certification / Quality Control	p/w	$ 2,045.74	$ 2,147.80	$ 2,255.15	$ 2,368.17	$ 2,486.48
		p/h	$ 56.83	$ 59.66	$ 62.64	$ 65.78	$ 69.07
CW7 (110 %)	Heavy Mobile Plant Operator (>60-100T) Operators of: Tractor from 370kw up to but not exceeding 450kw including Scraper 651/ Dozer DION, Trimmer, Excavator from 3 cubic metres, Loader-Front End and Overhead from 370kw up to but not exceeding 450kw, Wet batch Plant, Scraper 651, Compactor 825 with GPS, Graders 140,143,14,16 with GPS, Dozer D8 with GPS, Tower Crane Operator	p/w	$ 2,143.15	$ 2,250.07	$ 2,362.54	$ 2,480.94	$ 2,604.89
		p/h	$ 59.53	$ 62.50	$ 65.63	$ 68.92	$ 72.36
CW8 (115 %)	Heavy Mobile Plant Operator (>100T), Operators of: Tractor from 450kw including Dozer D11, D10-48kw, 475, Grader with Final Trim, Scraper 637	p/w	$ 2,240.57	$ 2,352.35	$ 2,469.92	$ 2,593.71	$ 2,723.29
		p/h	$ 62.24	$ 65.34	$ 68.61	$ 72.05	$ 75.65

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

0905

ALLOWANCE TITLE	From Commencement	From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026	From 1/07/2027
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
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

0906

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: 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
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.

PART 3 - PLUMBING, MECHANICAL PLUMBING, SPRINKLER FITTING AND PIPE TRADE WORKERS

66. DEFINITIONS

"Continuous Service" means a period of continuous employment regardless of an Employee's absence from work for any of the following reasons:

a) illness or accident, up to a maximum of four weeks after the expiration of paid personal leave;

b) any leave entitlement taken (e.g. annual leave, jury service, public holiday, personal leave, long service leave, etc.);

c) injury received during the course of employment and up to a maximum of 26 weeks for which the Employee received workers compensation; and

d) any other absence from work except where the Employer notifies the Employee in writing that the Employee's service has been broken.

"First Class Sprinkler Fitter" means a fitter who holds a Restricted Water Plumbers – fire protection (commercial and industrial) license with the Queensland Building and Construction Commission (QBCC), or any subsequent licensing authority, and who can undertake all work in connection with preparing, erecting, fitting, fixing, commissioning, altering, overhauling, repairing or testing of apparatus, pipes and/ or fittings including the fixing and connecting of tanks, valves, water supplies, pumps, gauges, or alarms for systems for the detection, extinguishment and/ or control of fires and/ or all pipes and/or fittings for conveyance of water, air and/ or gas and/or chemical compounds and/or pipes and fittings for hydrant and hose reel services.

"Hourly Rate" means the rate specified in Part 3, Division 2– Rates of Pay of this document for each classification and is deemed to include the following allowances which customarily were paid under the Award: Base Rate, District Allowance, Registration Allowance, Plumbing Trade Allowance, Industry Allowance, Tool Allowance, Lost Time Loading and Special Allowance.

"Leading Hand" means an Employee who is given by the Employer, or their agent, the responsibility of directing and/ or supervising the work of another person or other persons.

"Licensed Drainer" will mean a person licensed as a drainer by the appropriate State Authority, or a person holding a certificate covering draining work which is recognised under the provisions of the Australian and New Zealand Reciprocity Association Agreement who within three months makes application for and receives registration from the appropriate State Authority.

"**Operator of Explosive-Powered Tools**" means an Employee qualified in accordance with the laws and regulations of the State concerned to operate explosive-powered tools.

"Ordinary Time" means the ordinary rate of pay as calculated in accordance with Part 3, Division 2 - Rates of Pay.

"OTE" (alternatively, **Ordinary Time Earnings**) will have the same meaning and explanation as provided by the Australian Taxation Office (**ATO**) as amended from time to time.

"**Projects Under $50 Million"** shall mean the total construction value of the entire project as per the QLeave leavy. For the purpose(s) of this definition, where two or more projects by the same builder are located on the same site, the value of those projects will be combined.

"**Service Work**" means the repair, overhaul and/ or alteration of operative fire protection systems involving the daily reinstatement of such systems to normal operating level.

"**Trade Assistant**" means a person who performs work of an unskilled nature as defined by of Part 3, Division 1 – Classifications.

"Total Cost" of Work means the total value of the project declared to QLeave.

"**Union**" for the purposes of Part 3 of this document means the Queensland Plumbers Union whether its federally registered entity, the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**), and/or the CEPU Plumbing Division, Queensland Divisional Branch, and/or or its State-Registered entity, the Plumbers and Gasfitters Employees' Union Queensland, Union of Employees.

67. COOPERATIVE ENGAGEMENT AND COMMITMENTS OF THE PARTIES

The intentions and commitments of the parties to this Document are to foster a healthy and productive relationship between the Employer, the Union and the Employees of the Employer for the benefit of all parties. The parties are committed to jointly working towards this intention and will therefore commit to:

a) Provide for an efficient, progressive and prosperous plumbing contracting industry for the benefit of the Employer and its Employees

b) The parties agree to act in good faith in fulfilling their respective functions and obligations under this Document.

c) Take an honest and genuine approach to the resolution of any Disputes arising between them;

d) Give genuine consideration to, and respond to, the positions and proposals of other parties in relation to any Disputes;

e) Disclose information (other than confidential or commercially sensitive information) which is relevant to any Dispute in a timely manner; and

f) Develop behaviour driven by consistent, high levels of cooperation, consultation and a free flow of information between all parties focusing on customer needs, high performance, skills development and job satisfaction for Employees of the Employer;

g) Maintain the welfare of the Employees of the Employer by establishing best practice occupational health and safety with the emphasis on accident and injury prevention and to seek to improve the standard of living, job satisfaction and continuity of employment for Employees;

h) Facilitate and assist in continual skills development through training to accommodate new work methods, regulations and technology.

i) The Employer is committed to being an industry leader and employer of choice, and to working with the Union to achieve appropriate rates of pay and conditions of employment throughout the industry: and

j) The Employer recognises that regulatory reform in the Plumbing and Fire Protection industry has the potential to improve safety and sustainability within the industry. The employer will endeavour to have constructive discussions with the Union and lawmakers in respect of any such proposed regulatory reforms.

68. ENGAGEMENT

At the time of engagement of each Employee, the Employer must inform the person in writing the terms of their engagement (permanent, part-time or casual), the name of their Employer, the job to be performed, the classification level, and the relevant rate of pay.

Employees will be engaged in one of the following categories:

a) daily hire;

b) weekly hire (all apprentices);

c) casual; or

d) part-time weekly hire.

Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill/ competence and training consistent with the Employee's classification, provided that such duties are not designed to promote deskilling.

PART TIME EMPLOYMENT

A part-time Employee is an Employee other than an apprentice who is employed for not less than 10 hours per week and not more than 36 ordinary hours per week or fewer than 8 ordinary hours per day and has reasonably predictable hours of work.

For each ordinary hour worked, a part-time Employee must be paid no less than the minimum hourly rate of pay for the relevant classification and pro rata entitlements for those hours. The Employer must inform a part-time Employee of their ordinary hours of work and of their starting and finishing times.

Before commencing a period of part-time employment, the Employee and the Employer will agree in writing:

a) that the Employee may work part-time;

b) upon the hours to be worked by the Employee, the days upon which they will be worked and commencing times for the work;

c) upon the classification applying to the work to be performed; and

d) upon the period of part-time employment.

Before commencing a period of part-time employment, the Employee and the Employer will agree in writing:

The terms of an agreement may be varied, in writing, by consent of the parties.

A copy of the agreement and any variation to it will be provided to the Employee by the Employer.

An Employee who does not meet the definition of a part-time Employee in this clause and who is not a full-time Employee in accordance with this Policy will be paid as a casual Employee in accordance with the provisions contained in Part 1 – Casual Employment.

All time worked outside the spread of ordinary working hours as provided in by the provisions contained in Part 1 – Ordinary Hours, and all time worked in excess of the hours as mutually agreed will be overtime and paid for at the rates prescribed in Part 1 - Overtime.

A copy of the agreement and any variation to it will be provided to the Employee by the Employer.

CASUAL EMPLOYMENT

An Employee who does not meet the definition of a part-time Employee in this clause and who is not a full-time Employee in accordance with this Policy will be paid as a casual Employee in accordance with the provisions contained in Part 1 – Casual Employment.

A casual Employee shall be entitled to all the applicable rates and conditions of employment prescribed by Part 1 of this Policy.

69. TERMINATION

PERIODS OF NOTICE

a) Either the Employer or the Employee may terminate the Employee's employment by providing the applicable following notice:

   (i) Plumbing classifications (daily hire Employees) – 1 day;

   (ii) Sprinkler Fitter classifications – as per the NES;

   (iii) Apprentices – as per the NES; or

   (iv) Casual Employees – 1 hour.

b) Payment may be made in in lieu of notice (equivalent to the required notice).

c) The period of notice in this clause does not apply in the case of dismissal for conduct that justifies instant dismissal.

d) In addition to the above notice periods, a tradesperson will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport their tools.

PAYMENT OF ENTITLEMENTS AT TERMINATION

a) Within 2 days of termination of the Employee's employment, the Employer will pay to the Employee the following entitlements:

   (i) Outstanding wages

   (ii) Where the Employer initiates the termination and the Employer seeks to pay the Employee in lieu of the Employee working out the notice period, and the dismissal is not a summary dismissal, allowances the Employee would have received if they were to work the notice period;

   (iii) Accrued annual leave, including 17.5% loading;

   (iv) Accrued RDOs including fares and travel for each 7.2 hours;

b) Where the Employer terminates an Employee, except for reasons of misconduct or incompetence (proof of which will lie upon the Employer), the Employer will pay the Employee a day's ordinary wages for each holiday or each holiday in a group which falls within 10 consecutive calendar days after the day of termination. Where any 2 or more of the holidays prescribed in this clause occur within a 7-day span, such holiday will be a group of holidays. If the first day of the group of holidays falls within 10 consecutive calendar days after termination, the whole group will be deemed to fall within the 10 consecutive calendar days. Christmas Day, Boxing Day and New Year's Day will be regarded as a group; and

c) Outstanding CIPQ, superannuation, BERT, BEWT and STQ entitlements in accordance with the relevant clauses within this Policy.

d) Should payments required by subclauses (a) not be made in full within 2 days of the Employee's termination, the Employee will be entitled to claim payment for all time spent

waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday).

(a) Any payments required by subclause (c) must be paid as soon as is possible after termination of the Employee's employment, in accordance with the payment and contribution processes of the fund. If this does not occur in full, the Employee will be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday).

(b) Within 7 days of the termination, the Employer will notify CIPQ of the Employee's sick leave balance and provide the Employee with a separation certificate.

70. STANDING DOWN OF EMPLOYEES

The Employer will deduct payment for any day (or part of a day), commencing from the time that the Employer provides notice to the Employees and, where nominated by the Employees, their representative(s), that an Employee cannot be usefully employed because of industrial action or any stoppage of work by any cause for which the Employer cannot reasonably be held responsible. This clause is not to supersede or is intended to override the *Procedure for Dealing with Safety Issues or Incidents* clause in Part 1 of this Policy.

71. WAGES, INDUSTRY FUNDS, ALLOWANCES AND RELATED MATTERS

WAGES

(a) Employees must be paid wages in accordance with Part 3, Division 2 from the first full pay period after the dates specified. Those rates include the following increases:

(v) 5% from 1 July 2023;

(vi) 5% from 1 July 2024;

(vii) 5% from 1 July 2025;

(viii) 5% from 1 July 2026; and

(ix) 5% from 1 July 2027.

(b) Employees are entitled to be paid the ordinary time hourly rate of pay shown in Part 3, Division 2.

72. WAGE, PAYMENT & TIME, AND WAGES RECORDS

Details of each payment made to each Employee must be included in a statement provided to the Employee at the time payment is made and will contain the information prescribed at Part 1:

All wages, allowances and other monies will be paid by Electronic Funds Transfer (**EFT**) and made available to the Employee not later than the cessation of ordinary hours of work on Thursday of each working week. Payslips are to be provided by the same time.

If the employer fails to make payment to any employee as prescribed on the designated payday where an error has occurred of $150 or greater, the employee (s) affected will be paid an additional 50% of the total value of the underpayment, unless the employer satisfactorily shows pursuant to the Grievance and Dispute Resolution Procedure, that the failure is due to some act on the part of the

employee, or to circumstances not under the employers control and which could not reasonably have been foreseen and which not under the employers took reasonable steps to avoid or overcome.

(a) Examples of when penalty is NOT payable

(i) Failure is due to some act on the part of the employee:

(ii) An employee failed to claim overtime after working it.

(b) Example, circumstances not under the employer's control:

(i) The employer is able to demonstrate payment remittance was on time however the bank failed to pay the employee.

In the circumstance that the Union makes the Employer aware of the underpayment , which may consist of many or a single component (for example just one allowance or two allowances and unpaid wages) the parts of the claim which the employer doesn't rectify the underpayment within either an agreed timeframe, or in the absents of an agreed timeframe, 7 days from being made aware or notified;

The employer will pay the employee/s $100 for each and every day or part day during which default continues from the end date of the agreed timeframe or in the absents of an agreed timeframe, after the 28 days. until the matter is resolved. For clarity this payment is in addition to the 50% penalty prescribed above . For the purposes of this clause "day" shall include Monday, Tuesday, Wednesday, Thursday Friday, Saturday and Sunday.

For clarity this Clause does not apply if the underpayment is discovered after the employee(s) employment is ceased. In such circumstances the penalty set out in "Payment Of Entitlements At Termination" clause in Part 3 of this Policy is applicable.

73. APPRENTICES

Unless otherwise specified, apprentices are entitled to all applicable rates and conditions of employment prescribed by this Policy.

Training arrangements for apprentices shall be in accordance with QIRC Order (No. B585 of 2003) *Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government entities) 2003* and QIRC Order (No. B1849 of 1997) *Supply of tools to apprentices*.

Apprentices shall be paid all wages and allowances as specified by this Policy whilst attending training, including daily fares and travel. All time spent attending training in the course of the apprenticeship shall count as time served for all purposes.

The Employer shall be responsible for meeting all costs associated with apprenticeship/ traineeship training, including any student registration, tuition fee or other course costs.

APPRENTICE WAGES

The hourly wage rates of apprentices are set out at Part 3, Division 2 of this Policy.

ADULT APPRENTICES

The hourly wage rates of adult apprentices (21 years) are set out at Part 3, Division 2 of this Policy.

TRADE QUALIFIED APPRENTICES

The hourly wage rates of apprentices who are trade qualified as a plumber, mechanical plumber or fire sprinkler fitter, are set out at Part 3, Division 2 of this Policy.

NUMBER OF APPRENTICES

(a) To ensure apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, the Employer shall maintain a ration of at least 1 apprentice to 5 tradespeople for the first 20 tradespeople employed by the company. For every 10 additional tradespeople employed thereafter, the ratio will be 1 apprentice to 10 tradespeople. (i.e the employer employs 30 trades people there will be 5 apprentices employed).

(b) The Employer and the Union shall discuss and implement agreed strategies to maximise apprentice intake for the Employer.

(c) Provided that the application of this clause is not used to displace existing Employees, there should be no more apprentices engaged than tradespeople on any site, project or job (i.e., 1:1 ratio).

PLUMBER COMPETENCIES

Plumbing apprentices who commence(d) their employment on or after 1 July 2016 will have successfully gained the following nominated training outcomes in conjunction with the 4 year term of their apprenticeship:

(a) General Induction for Construction;

(b) Plumbers and Drainers Licence;

(c) Senior First Aid;

(d) Backflow Accreditation;

(e) TMV Accreditation;

(f) Scissor Lift and over 11 metre EWP Accreditation;

(g) Manual Handling Awareness; and

(h) Confined Space.

74. SUPERANNUATION

Employer superannuation contribution payments will be made in compliance with the *Treasury Laws Amendment (Your Superannuation, Your Choice) Act 2020*. In the absence of an Employee having an existing superannuation fund or nominating a superannuation fund, the Employer will make contributions to the following default fund until such time as an Employee superannuation standard choice form is returned: BUSS(Q). Contributions will be made into a superannuation fund that offers a My Super product.

On behalf of each Employee, the Employer will contribute the following minimum weekly amount into the Employee's superannuation account:

	Policy Commencement	1 July 2023	1 July 2024	1 July 2025	1 July 2026
SUPER (Employer)	$255.00	$285.00	$297.00	$310.00	$323.00
SUPER (Employee)	$64.00	$72.00	$75.00	$78.00	$81.00
Total Employer Payment	$319.00	$357.00	$372.00	$388.00	$404.00

* The weekly amount contained in the table above will not apply in the for projects under 50 million. Instead, superannuation contributions will be made in accordance with the superannuation guarantee.

The Employer must make weekly Employer superannuation contributions for apprentices in-line with the superannuation guarantee.

(a) from 1 July 2022 is 10.5% of their OTE,

(b) from 1 July 2023 is 11% of their OTE,

(c) from 1 July 2024 is 11.50% of their OTE, and

(d) from 1 July 2025 is 12% of their OTE

Apprentices have the option to co-contribute 3% of their OTE by way of salary sacrifice.

The Employer will, on behalf of the Employee, forward the above amounts directly to each Employee's superannuation account each calendar month.

Contributions will continue to be paid on behalf of the Employee during any absence of paid leave such as annual leave, long service leave (including where this is paid for by QLeave), public holidays, sick leave (including periods of CIPQ and including periods of Workers' Compensation for the first 12 months). Contributions will not be paid when an Employee is on leave without pay.

All payments will be made based on full week payments. However, where an Employee commences work partly through a pay week, the Employee shall not be entitled for any contribution for that part week. Superannuation payments will commence from the first day of the first full pay week of employment. A superannuation pay week shall be the same pay week as applies to the payment of wages/ remuneration. Payment on termination shall be based on a payment for a full week for any commenced week.

Should it be established that the Employer has failed to make the payments in accordance with this Policy, the Employer shall be liable to make the appropriate contributions immediately and shall also pay an additional amount equal to the fund crediting rate(s) during the period of non-compliance, but no less than 10% per annum.

SALARY SACRIFICE

In addition to the requirements of this Policy, an Employee may choose to salary sacrifice some or all wages into superannuation. The amount may be adjusted by the Employee on the first pay day on or after 1 September each year if desired.

MINIMUM CONTRIBUTIONS

Where, due to company structure, no Employees are engaged under Part 3 of this Policy, the Employer will make a contribution to the STQ Fund equivalent to the superannuation payments under this clause for 2 Employees.

PROJECTS UNDER $50 MILLION

Where an employee is working on a project under $50 million, the Employer superannuation contributions will be in accordance with the superannuation guarantee as detailed below. All other clauses relating to superannuation apply.

(a) from 1 July 2022 is 10.5% of their OTE,

(b) from 1 July 2023 is 11% of their OTE,

(c) from 1 July 2024 is 11.50% of their OTE, and

(d) from 1 July 2025 is 12% of their OTE

75. REDUNDANCY

The Employer will utilise BERT to meet all liabilities for redundancy payments and further to ensure that an amount equal to the credit balance of the Employee's account in the BERT Fund is paid to the Employee when the Employee is entitled to that payment as described in the Trust Deed creating the BERT Fund.

Contributions will continue to be paid on behalf of the Employee during any absence of paid leave such as annual leave, long service leave (including where this is paid for by QLeave), public holidays, sick leave (including periods of CIPQ and including periods of Workers' Compensation for the first 12 months). Contributions will not be paid when an Employee is on leave without pay.

Where the Employee's balance in the BERT Fund reaches $20,000 or an amount that equals 8 weeks wages, the Employee has the option to continue to have contributions paid into BERT or redirected to the Employee's superannuation. It is the Employee's option only.

Contributions to BERT must be made at least on a monthly basis. Details of the Employer's contribution for each month, including when the contribution was made and for how much, are to be shown on the Employee's wage statement by the end of the second week of each subsequent month.

In accordance with the Trust Deed, Employees commencing or ceasing employment are entitled to contributions for the full week of employment whether they work the full week or not.

The Employer must contribute to the BERT Fund at least the following weekly amount on behalf of each Employee in accordance with the following:

(a) $115.00 per Employee effective first pay period from Commencement;

(b) $120.00 per Employee effective 1 July 2023;

(c) $126.00 per Employee effective 1 July 2024;

(d) $138.00 per Employee effective 1 July 2025;

(e) $151.00 per Employee effective 1 July 2026; and

(f) $165.00 per Employee effective 1 July 2027

At the same time as contributions are made to the BERT Fund, the Employer must contribute at least the following weekly amount to the Trustee of the BEWT Fund on behalf of each Employee: in accordance with the following:

(a) $17.00 per Employee effective first pay period from Commencement;

(b) $17.50 per Employee effective 1 July 2023;

(c) $20.00 per Employee effective 1 July 2024;

(d) $23.00 per Employee effective 1 July 2025;

(e) $25.00 per Employee effective 1 July 2026; and

(f) $28.00 per Employee effective 1 July 2027;

APPRENTICES

The Employer must make the following weekly contributions on behalf of each apprentice:

	Apprentices	
	BERT	BEWT
1st Year	$50	$5.96
2nd Year	$55	$8.20
3rd Year	$60	$11.18
4th Year	$65	$13.41

MINIMUM CONTRIBUTIONS

Where, due to company structure, no Employees are engaged under Part 3 of this Policy, the employer shall make a contribution to the STQ Fund equivalent to the BERT contributions under this clause for 2 Employees.

PROJECTS UNDER $50 MILLION

Where an Employee (excluding apprentice) is working on a project under $50 million, the BERT and BEWT contributions will be as follows, and all other clauses concerning redundancy apply:

(g) BERT: $55

(i) $54.00 per Employee effective first pay period from Commencement;

(ii) $82.00 per Employee effective 1 July 2023;

(iii) $87.00 per Employee effective 1 July 2024;

(iv) $91.00 per Employee effective 1 July 2025;

(v) $96.50 per Employee effective 1 July 2026; and

(vi) $100.00 per Employee effective 1 July 2027

(h) BEWT: $6.00

(i) $6.00 per Employee effective first pay period from Commencement;

(ii) $9.00 per Employee effective 1 July 2023;

(iii) $9.50 per Employee effective 1 July 2024;

(iv) $10.00 per Employee effective 1 July 2025;

(v) $10.50 per Employee effective 1 July 2026; and

(vi) $11.00 per Employee effective 1 July 2027

Where an apprentice is working on a project under $50 million, the BERT and BEWT contributions will be as follows, and all other clauses concerning redundancy apply:

(a) 1st Year (50% of relevant under 50 million Employee contribution)

(b) 2nd Year (60% of relevant under 50 million Employee contribution)

(c) 3rd Year (75% of relevant under 50 million Employee contribution)

(d) 4th Year (90% of relevant under 50 million Employee contribution)

76. INCOME PROTECTION AND UNUSED SICK LEAVE

The Employer will contribute the following amounts per week to CIPQ in respect of each of its Employees for, or on account of, the premium insuring income protection for each of those Employees and CIPQ's costs:

(a) from 1 March 2022 - $41.30

(b) from 1 March 2023 - $47.00

(c) from 1 March 2024 - $51.00

(d) from 1 March 2025 - $54.00

(e) from 1 March 2026 - (to be informed by insurer)

(f) from 1 March 2027 - (to be informed by insurer)

If CIPQ decides that a higher weekly rate per Employee must be paid or provided, the Employer must pay that higher rate as and from the date CIPQ determines.

If the Employer does not contribute to CIPQ an amount required by this clause in respect of each and every Employee, the Employer will pay to any Employee who would be entitled to a benefit from CIPQ had payment been made:

(a) the amount/ value of such CIPQ benefit (e.g. medical expenses, claims management costs, rehabilitation expenses and payment of unused sick leave upon termination of employment); and

(b) an additional $1,600 per week for a period of three years.

Contributions will continue to be paid on behalf of the Employee during any absence of paid leave such as annual leave, long service leave (including where this is paid for by QLeave), public holidays, sick leave (including periods of CIPQ and including periods of Workers' Compensation for the first 12 months). Contributions will not be paid when an Employee is on leave without pay.

MINIMUM CONTRIBUTIONS

Where, due to company structure, no Employees are engaged under Part 3 of this Policy, the employer shall make a contribution to the STQ Fund equivalent to the CIPQ payments under this clause for 2 Employees.

77. THE SERVICES TRADES QUEENSLAND (STQ)

STQ is a partnership between the Plumbers Union Qld and the Services Trades sectors of:

(a) plumbing;

(b) air conditioning and mechanical services; and

(c) fire protection.

As represented by their respective employer associations:

(a) the Master Plumbers Association Queensland;

(b) the National Fire Industry Association Queensland; and

(c) Air Conditioning and Mechanical Contractors Association Queensland.

STQ's purpose is to advance the services trades sector through enabling innovative, needs-based, leading edge solutions to training, industry leadership development, workplace health and safety, and Employee engagement particularly by enabling future orientated skills and competencies development.

STQ's core business objectives are:

(a) increasing Services Trades sector competency and professionalism;

(b) improving worker career opportunities and satisfaction; and

(c) building the sector's workforce of the future.

The Employer agrees to support STQ by contributing the following weekly amounts for each Employee:

(a) From Commencement of this Policy: $35.00

(b) From 1 July 2023: $36.00

(c) From 1 July 2024: $37.00

(d) From 1 July 2025: $38.00

(e) From 1 July 2026: $39.00

(f) From 1 July 2027: $40.00

Contributions will continue to be paid on behalf of an Employee during any absence of paid leave (including periods on WorkCover (for the first 12 months), CIPQ and QLeave).

Contributions shall be calculated on a weekly basis and paid monthly into the STQ Fund. Contributions for new Employees shall commence from the first day of the first full pay week of employment whether working the full week or not. Contributions for Employees on termination shall be based on a payment for any commenced week.

The minimum Employer contribution to STQ will be no less than for two Employees.

Upon signing this Policy, the Employer is liable to contribute an amount as specified in the trust deed on such dates as required.

78. BUILDING LEVY

(a) This levy is paid per week and collected by the Plumbing and Pipe Trade Industry Development Fund Pty Ltd (PPTIDF) monthly as set out in this clause.

(b) The Building Levy is to ensure facilities are acquired, built and fitted to properly carry out training (including apprenticeship and post trade) for licensing and registration of Plumbing and Pipe Trade workers and to ensure the long-term future, registration and licensing of the Trade.

(c) From 31 October 2024 the Employer agrees to support PPTIDF by contributing $15.00 per week for each Employee engaged under Part 3 of this Policy.

(d) Contributions will continue to be paid on behalf of an Employee during any absence of paid leave (including periods on WorkCover (for the first 12 months), CIPQ and QLeave).

(e) Contributions shall be calculated on a weekly basis and paid monthly into the PPTIDF Fund. Contributions for new Employees shall commence from the first day of the first full pay week of employment whether working the full week or not. Contributions for Employees on termination shall be based on a payment for any commenced week.

79. ALLOWANCES

Unless stated in Part 1 or elsewhere in this Policy, the amounts payable for allowances are listed in Part 3, Division 3.

ACID PLANTS AND CHEMICAL WORKS

An Employee engaged in plumbing work carried out on production plant in chemical works or acid plants which have been commissioned will be paid an additional amount per hour.

ALUMINIUM FOIL INSULATION

where required to work on the fixing of aluminium foil insulation roofs or walls prior to the sheeting an Employee shall be paid an additional amount per hour or part thereof. Anti-glare type foil is exempted from this payment.

ASBESTOS ERADICATION

Employees engaged in work involving the removal or any other method of neutralisation of any material which consists of or contains asbestos will be paid, in addition to the rates prescribed in Part 3, Division 2 of this Policy, an amount per hour worked in lieu of special rates prescribed in the clause with the exception of the allowance for cold work.

ASBESTOS MATERIALS

Employees required to wear protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) as part of the necessary safeguards required by the appropriate occupational health authority for the use of materials containing asbestos or to work in close proximity to Employees using such materials will be paid an amount per hour extra whilst wearing such equipment.

BITUMEN WORK

An Employee handling hot bitumen or asphalt, or dipping materials in creosote, will be paid additional amount per hour extra.

COLD WORK

(a) An Employee who works in a place where the temperature is lowered by artificial means to less than 0° Celsius will be paid an additional amount per hour.

(b) Where such work continues for more than 2 hours, the Employee will be entitled to 20 minutes rest after every 2 hours work without loss of pay, not including the special rate provided by this sub clause.

COMPENSATION FOR TOOLS AND CLOTHING

(a) An Employee whose clothes, spectacles, hearing aid(s), or tools have been accidentally spoilt by acid, sulphur or other substances will be paid such amount to cover the loss thereby suffered by the Employee will be reimbursed by the Employer to the maximum amount in Part 3, Division 3.

(b) An Employee will be reimbursed by the Employer to the maximum amount in Part 3, Division 3 for loss of tools or clothing by fire or breaking and entering whilst securely stored at the Employer's direction in a room or building on the Employer's premises, job or workshop, or if the tools are lost or stolen while being transported by the Employee at the Employer's direction, or if the tools are accidentally lost over water, or if tools are lost or stolen during an Employee's absence after leaving the job because of injury or illness.

(c) An Employee transporting their own tools will take all reasonable care to protect those tools and prevent theft or loss.

(d) Compensation will not be applied where an Employee has not followed the Employer's clear, reasonable and lawful instructions. The Employer and Employees agree to strict adherence regarding the use and provision of storage facilities.

(e) Where an Employee is absent from work because of illness or accident and has advised the Employer in accordance with Personal Leave/ Carer's Leave provisions in this Policy, the Employer will ensure that the Employee's tools are securely stored during their absence. If these tools are lost or stolen, the amount payable in Part 3, Division 3 for compensation for tools applies.

(f) Reimbursements will be at the current replacement value of new tools of the same or comparable quality.

(g) The Employee will report any theft to the police prior to making a claim on the Employer for replacement of stolen tools.

COMPUTING QUANTITIES

(a) Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed by other Employees will be paid an additional amount per day or part thereof.

(b) This allowance does not apply to Employees classified as a leading hand and receiving the leading hand allowance.

CONFINED SPACE

An Employee required to work in a confined space will be paid an allowance per hour, or part thereof, when an entry permit is required.

CUTTING TILES

An Employee engaged on cutting tiles by electric saw will be paid an additional amount per hour extra whilst so engaged.

EMPLOYEES ACCEPTING RESPONSIBILITY TO STATUTORY AUTHORITIES

(a) An Employee who is required to act on their gasfitters licence(s) issued by an appropriate state authority will be paid an additional amount per week to compensate for making practical and effective use of their licence(s).

(b) Acting on one's licence means, for example:

(i) completing work (such as installing, testing, maintaining and repairing) in relation to piping, fittings, fixtures, equipment and appliances;

(ii) signing documents such as company notices, test plans, local authority forms and/ or forms by another governing body / authority / government; and

(iii) assuming responsibility to relevant authorities.

(c) Payment of this allowance is on a weekly basis and commences when the Employee is required to act on their licence and ceases once the task/ activity has been completed and the required documentation has been submitted. Payment of this allowance is not made during weeks when an Employee is not required to act on their licence.

(d) The Employer will commence paying this allowance as soon as the Employee begins performing work which they are authorised by their licence(s) to perform.

EMPLOYEE ACTING ON WELDING CERTIFICATE

(a) An Employee who is requested by the Employer to weld pipes (whether that being by Oxygen/ Acetylene, Arc, MIG, TIG or plastic welding) will be paid an additional amount per hour for each type of welding, whether or not they have in any hour actually performed welding.

(b) No employee shall be entitled to be paid for more than 2 types of welding.

(c) This allowance shall not apply for all plumbing work with respect to the joining together of plastic, PVC and/ or polythenol materials (e.g. HDPE and MDPE).

EXPLOSIVE POWER TOOLS

An operator of explosive powered tools, as defined in this Policy, who is required to use an explosive powered tool, will be paid an additional amount for every day on which they use such a tool.

FARES AND TRAVEL ALLOWANCE

Employees required to provide their own transport and travel in their own time to or from the worksite within the defined radius of the relevant zone from the Employer's normal base establishment or workshop; or

(a) the GPO of Brisbane, for all Employers whose base establishment or workshop is within the defined radius from that GPO; or

(b) the local Post Office closest to the Employer's establishment or workshop beyond the defined radius of the GPO listed in subclause (a) of this clause; or

(c) in the case of Employee sent to distant work (as defined), the place at which that Employee is domiciled with the approval of their Employer, for that distant work;

shall receive the following allowances:

(a) Employees engaged on projects valued over $50 million.

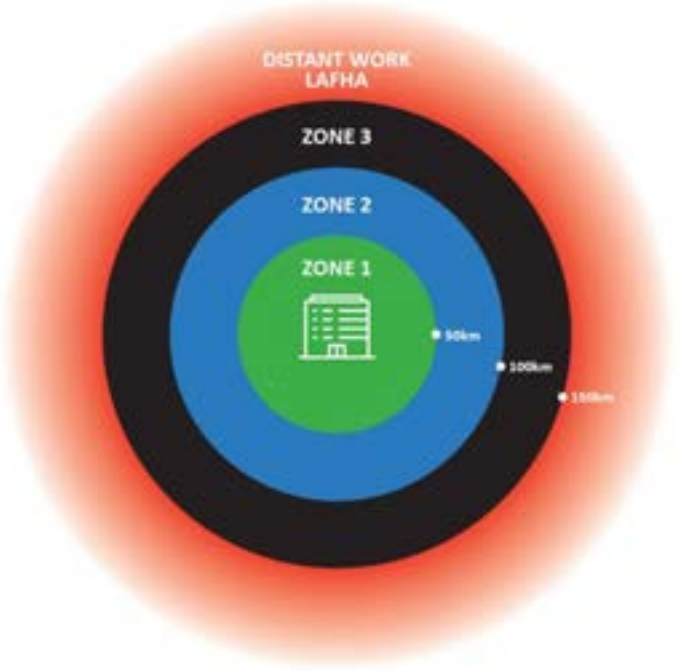
Distance	1/7/2023	1/7/2023	1/7/2024	1/7/2025	1/7/2026	1/7/2027
Zone 1 Fares	$12.50 per day	$13.75 per day	$15 per day	$15.50 per day	$16 per day	$16.50 per day
Zone 1 Travel	$37.50 per day	$41.25 per day	$45 per day	$46.50 per day	$48 per day	$49.50 per day
Zone 1 Total	**$50**	**$55 per day**	**$60 per day**	**$62 per day**	**$64 per day**	**$66 per day**
Zone 2 Fares	PER THE "*TRAVEL BEYOND THE DEFINED RADIUS*" CLAUSE IN PART 3 OF THIS POLICY	$18.75 per day	$20 per day	$20.50 per day	$21 per day	$21.50 per day
Zone 2 Travel		$56.25 per day	$60 per day	$61.50 per day	$63 per day	$64.50 per day
Zone 2 Total		**$75 per day**	**$80 per day**	**$82 per day**	**$84 per day**	**$86 per day**
Zone 3 Fares		$23.75 per day	$25 per day	$25.5 per day	$26 per day	$26.50 per day
Zone 3 Travel		$44.25 per day	$75 per day	$76.5 per day	$78 per day	$79.50 per day
Zone 3 Total		**$95 per day**	**$100 per day**	**$102 per day**	**$104 per day**	**$106 per day**

(b) Employees engaged on projects valued under $50 million.

Distance	1/7/2023	1/7/2023	1/7/2024	1/7/2025	1/7/2026	1/7/2027
Zone 1 Fares	$5 per day	$7.50 per day	$8.75 per day	$9.25 per day	$9.75 per day	$10.25 per day
Zone 1 Travel	$15 per day	$22.50 per day	$26.25 per day	$27.75 per day	$29.25 per day	$30.75 per day

Zone 1 Total	**$20 per day**	**$30 per day**	**$35 per day**	**$37 per day**	**$39 per day**	**$41 per day**
Zone 2 Fares	PER THE "*TRAVEL BEYOND THE DEFINED RADIUS*" CLAUSE IN PART 3 OF THIS POLICY	$12.50per day	$13.75per day	$14.25per day	$14.75per day	$15.25per day
Zone 2 Travel		$37.50per day	$41.25per day	$42.75per day	$44.25per day	$45.75per day
Zone 2 Total		**$50 per day**	**$55 per day**	**$57 per day**	**$59 per day**	**$61 per day**
Zone 3 Fares		$17.50per day	$18.75per day	$19.25per day	$19.75per day	$20.25per day
Zone 3 Travel		$52.50per day	$56.25per day	$57.75per day	$59.25per day	$60.75per day
Zone 3 Total		**$70 per day**	**$75 per day**	**$77 per day**	**$79 per day**	**$81 per day**

TRAVEL ALLOWANCE EXPLANATORY DIAGRAM



The Employer, having selected the centre, will not change that centre without one month's prior notice to each Employee.

Apprentices will receive fares and travel in at the following rates:

(a) 1st Year (75% of relevant Zone)

(b) 2nd Year (85% of relevant Zone)

(c) 3rd Year (90% of relevant Zone)

(d) 4th Year (95% of relevant Zone)

Employees will receive payment for fares and travel on RDOs as if they had worked the day.

COMMENCING AND FINISHING AT WORKSHOP

Where an Employee is normally required to report for and finish work at the workshop and is transported to and from any job by their Employer, no allowance will be paid.

EMPLOYEE PROVIDED WITH VEHICLE

(a) Where an Employee is provided with a vehicle to get to and from the Employer's normal base, the Employee will not be entitled to fares and travel allowance.

(b) Where an Employee is provided with a vehicle for their use in travelling to and from their home to the job site within the defined radius, the Employee will receive travel allowance but not fares allowance.

TRANSPORT DURING WORKING HOURS

(a) Where an Employee is required to travel to any other job site during the course of their daily engagement they will be paid all fares necessarily incurred, except when transport is provided by the Employer to and from such a site, and all time in travel will be regarded as time worked.

(b) Where an Employee uses their own car to make the transfer, the Employee will be paid an allowance in accordance with Part 3, Division 3.

TRAVEL BEYOND THE DEFINED RADIUS

(a) When working on jobs beyond the defined radius of Zone 1 before 31/6/23 and then beyond Zone 3 on or after 1/7/23, the Employee will receive, in addition to fares and travel, an allowance for travelling time calculated at the ordinary rate of pay for the time required to travel to the job site and back from the defined radius of Zone 1 before 31/6/23 and then beyond Zone 3 on or after 1/7/23. There will be a minimum payment of quarter of an hour for such a journey.

(b) In addition, where an Employee provides their own transport, they will be paid an amount per kilometre as prescribed in Part 3, Division 3 for the distance travelled beyond the defined radius.

FARES AND TRAVEL ON OVERTIME/ LEAVE ETC.

Fares and travel will not be taken into account when calculating overtime, penalty rates or annual and personal leave.

FIRST AID

An Employee who is qualified in first aid and is appointed by their Employer to carry out first aid duties in addition to their usual duties will be paid an additional rate per day.

FUMES

An Employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present will be paid an allowance per day.

HEALTH AND SAFETY REPRESENTATIVE (HSR) ALLOWANCE

An Employee who has been elected as an HSR, has received the accredited training, and attends the Site Safety Committee, is entitled to an additional rate per day in accordance with the provisions contained in Part 1 of this Policy.

HOSPITALS

(a) An Employee when engaged in repairs, demolition and/ or maintenance in any block or portion of a hospital used for the care or treatment of patients suffering from infectious or contagious diseases will be paid an additional amount per day or part thereof.

(b) An Employee working inside a morgue in which one or more dead bodies are not in refrigeration will be paid an additional amount per day or part thereof.

HOT WORK

An Employee who works in a place where the temperature has been raised by artificial means to between 46° and 54° Celsius, or exceeding 54° Celsius, shall receive an additional amount per hour extra, or part thereof. Where such work continues for more than two hours, the Employee will be entitled to 20 minutes rest after every 2 hours work without loss of pay, not including the special rate provided by this clause.

INSULATION

An Employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, limpet fibre, vermiculite or other recognised insulating materials of a like nature, associated with similar disabilities in its use, shall be paid an additional amount per hour or part thereof. This extra rate will also apply to an Employee working in the immediate vicinity who is affected by the use of such materials. Foam (hard and soft), mineral wool, styrene and lead impregnated acoustic insulation are not part of the allowance.

LADDER WORK

An Employee engaged on work requiring a ladder exceeding 8 metres above the nearest horizontal plane will be paid an additional amount per hour.

LASER SAFETY OFFICER ALLOWANCE

(a) This allowance applies when laser safety equipment is utilised for work within the scope of Part 3 of this Policy.

(b) “Laser” means any device, except a Class 1 device, which can be made to produce or amplify electromagnetic radiation in the wavelength range from 100 nanometres to 1 millimetre primarily by the process of controlled stimulation emission.

(c) The “Laser safety officer” is an Employee who, in addition to the Employee's ordinary work, is qualified to perform duties associated with laser safety, and is appointed as such.

(d) Where an Employee has been appointed by the Employer to carry out the duties of a Laser safety officer, the Employee will be paid an allowance per day or part thereof whilst carrying out such duties. It will be paid as a flat amount without attracting any premium or penalty.

LEAD BURNING

An Employee engaged in lead-burning or lead work in connection herewith will be paid an additional amount per hour.

LEADING HAND

A leading hand is an Employee who is given by the Employer, or the Employer's agent, the responsibility of directing and/ or supervising the work of one or more other persons and is paid an allowance in accordance with Part 3, Division 3.

MEAL ALLOWANCE

See the following clauses in Part three of this Policy:

(a) *Meal Breaks*

(b) *Overtime Meal Allowances/ Breaks*

(c) *Variation Of Meal Breaks*

(d) *Working During Meal Break*

MULTISTOREY ALLOWANCE

A multistorey allowance will be paid per hour to all Employees on site engaged in construction or renovation of a building which, when complete, consists of 5 or more storey levels, to compensate for the disabilities experienced in, and which are peculiar to, construction or renovation of a multistorey building.

(a) For the purposes of the multistorey allowance:

(i) **"renovation work"** is work performed on existing multistorey buildings which involves structural alterations which extend to more than two storey levels in a building, where at least part of the work to be performed is above the fourth-floor storey level. Payments for renovation work will be in accordance with the scale of payments appropriate for the highest floor level affected by such work.

(ii) **"complete"** means the building is fully functional and all work which was part of the principal contract is complete.

(iii) A **"storey level"** means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building, and will include basement levels and mezzanine or similar levels (but excluding 'half floors' such as toilet blocks or store rooms located between floors). Any buildings or structures which do not have regular storey levels, but which are not classed as towers (e.g. grandstands, aircraft hangars, large stores, etc.) and which exceed fifteen metres in height, may be covered by this allowance. A plant room situated on the top of a building will constitute a further storey level if the plant room occupies 25% of the total roof area, or an area of 100m2, whichever is the lesser.

(iv) **"floor level"** means that stage of construction which in the completed building would constitute the walking surface of the particular floor level referred to in the table of payments.

(b) An allowance in accordance with Appendix 3 will be paid. The second and subsequent allowance levels/ scales will commence when one of the following components of the building rises above the floor level first designated in each such allowance scale: structural steel; reinforcing steel; and boxing or walls.

(c) The allowance payable at the highest point of the building will continue until completion of the building.

MT ISA AREA

Employees employed at Mt Isa, Queensland, except those employed at Mt Isa Mines, will be paid an additional amount.

SCAFFOLDER'S LICENSE OR CERTIFICATE

An Employee who holds a current Scaffolder's License or Certificate and is appointed responsible by the Employer for the erection of scaffolding on site, will be paid an additional amount per week extra.

SERVICE CORES

(a) All Employees employed on a service core at more than 15 metres above the highest point of the main structure will be paid the multistorey rate appropriate for the main structure plus the Towers allowance, calculated from the highest point reached by the main structure to the highest point reached by the service core in any one pay period. For this purpose, the highest point of the main structure is regarded as though it were the ground in calculating the appropriate Towers allowance.

(b) Employees employed on a service core no higher than 15 metres above the main structure will be paid in accordance with the multi-storey allowance prescribed, provided that any section of a service core exceeding 15 metres above the highest point of the main structure will be disregarded for the purpose of calculating the multi-storey allowance applicable to the main structure.

SERVICE WORK

An Employee will be paid an amount per day whilst engaged in service work (as defined) to compensate for the particular disabilities involved in such work.

SITE ALLOWANCE

A Site Allowance as detailed below will be paid as a flat amount for each hour worked and will remain unaltered for the duration of each project. At the commencement of a project by the Employer, the Employer will inform the relevant Employees of the value of the project that was notified to QLeave.

Project Value	Site Allowance (Per Hour)
$50 - $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 - $800M	$8.00
$800M - $900M	$9.00
$900M - $1B	$10.00
$1B +	$11.00

SHIP'S PLUMBING

An Employee engaged on plumbing work in connection with ships will be paid an additional amount per hour.

TOOLS ALLOWANCE

The hourly rates for tradespersons specified in Part 3, Division 2 include allowances for the requirement of Employees to purchase and maintain tools in an efficient working order in accordance with the list provided in Part 3, Division 4.

TOWERS

An Employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo, where the construction exceeds 15 metres in height, will be paid an additional amount per hour for all work above 15 metres - with the same amount per hour again added for work above each further 15 metres.

TOXIC SUBSTANCES

(a) Employees using toxic substances, or materials of a like nature, will be paid an allowance per hour. Employees working in close proximity to Employees so engaged will be paid an additional amount per hour extra.

(b) For the purpose of this allowance, toxic substances will include epoxy-based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst systems will be deemed to be materials of a like nature.

(c) Where an Employee is using materials of the types mentioned in this allowance and such work continues to their meal break, they will be entitled to take a washing time of 10 minutes immediately prior to their meal breaks. Where this work continues to the ceasing time of the day, or is finished at any time prior to the ceasing time of the day, Employees are entitled to take a washing time of 10 minutes.

(d) Washing time break(s) will be counted as time worked.

WELDING QUALIFICATION

An Employee who is requested by their Employer to hold the relevant qualifications required by the various State Government bodies or other relevant Authorities for pressure oxy-acetylene or electric welding, either manual or machine welding, and is required by their Employer to act on such qualifications, shall be paid an additional amount per hour for oxy-acetylene welding and for electric

welding for every hour of their employment whether or not they have in any hour performed work relevant to those qualifications held.

WORK IN SHIPS

An Employee engaged on work in a ship (over sixty feet in length) will be paid an additional amount per hour.

X-RAY ALLOWANCE

Employees working in tuberculosis treatment and/ or care facilities will, where they require it, be reimbursed in full for the cost of x-rays either on cessation of work at the tuberculosis home or hospital, or each 6 months whichever occurs first.

PUBLIC AND PRODUCT LIABILITY INSURANCE

The Employer will maintain Public and Product Liability insurance that adequately covers all Employees for all aspects of their work, including work carried out for the Employer under the individual's licence. Where the Employer does not maintain adequate insurance, and a claim is made against an Employee, the Employer will indemnify the individual concerned.

TRAINING AND RELATED MATTERS

(a) This clause applies to training other than apprenticeship training or an equivalent contract for training and is intended to supplement the provisions contained in Part 1 of this Policy.

(b) All parties covered by Part 3 of this Policy acknowledge the changing pace of technology in the industry and the need for the Employer and Employees to understand those changes and have the necessary skill requirements to keep the Employer at the forefront of the industry.

(c) Where it is agreed by the employer that additional training should be taken by an Employee, that training may be undertaken either on or off the job. Where courses are available during normal working hours, the Employee has first option of attending training at these times without loss of pay. If practicable, training will be provided on site to minimise down time and costs to the Employer.

(d) Where the Employer requires the Employee to attend training and the training can only be provided out of hours, the Employee will be paid at ordinary rates for all time required to complete the training. The Employer must consider the Employee's individual circumstances before making training outside hours mandatory.

(e) All reasonable cost associated with training, including meals, accommodation and course fees, will be paid by the Employer.

DISTANT WORK

Distant work is work that is at such a distance from the Employee's usual place of residence that they are unable to reasonably travel to and from their residence each day. For the purpose of this clause, and before accepting distant work, the Employee shall declare their usual place of residence.

DAILY FARES AND TRAVEL

Employees engaged in distant work shall receive the fares and travel allowance in accordance with *Fares And Travel Allowance* clause in Part 3 of this policy.

MEALS AND ACCOMMODATION

(a) The Employer shall provide the Employee with:

(i) lodging in a well-kept establishment, in either a single room or a twin room if a single room is not available, with adequate furnishing with good bedding, good floor coverings, good lighting and heating, hot and cold running water; and

(ii) with breakfast, lunch, smoko and dinner provided.

(b) Where the accommodation is in a construction camp or temporary accommodation and without mess facilities, a camping allowance as described in Part 3, Division 3 shall be paid.

(c) If the Employer is unable to provide the above, then the Employee will be paid a daily or weekly expense allowance in accordance with Part 3, Division 3. The allowance in Part 3, Division 3 will be increased if the Employee satisfies the Employer that the Employee reasonably incurred a greater outlay than that prescribed.

REST AND RECREATION BREAKS

(a) Where road travel time is over 6 hours from the Employee's place of residence:

(i) The Employer and Employee will agree on a schedule of work which will include a return to the Employee's usual placed of residence at least every 4 weeks. This Agreement must be made as part of the Employer's initial offer of Distant Work to the Employee.

(ii) The Employer must arrange and pay for transporting the Employee by economy class air transport to and from the airport nearest to the Employee's usual place of residence.

(iii) The duration of the Employee's rest and recreation break will be negotiated between the Employer and the Employee as part of the Employer's initial offer of Distant Work to the Employee or as varied by mutual agreement.

(iv) The final day of the work roster will be allocated as the Employee's travel day and the Employee will be paid for that day as if at work. The Employee will return to the Distant Work location in their own time to enable them to commence the first day of their roster at the normal start time.

(b) Where road travel is time less than 6 hours from the Employee's place of residence, the Employee shall be paid the weekend return home allowance as prescribed in Part 3, Division 3 where the following conditions are met: the Employee –

(i) works as required during the ordinary hours of work (or shift, where applicable) on the working day before and working day after a weekend; and

(ii) notifies the Employer, no later than the Tuesday prior to that weekend they intend to return home, of their intention to return home at the weekend; and

(iii) returns home for the weekend.

(c) Employees shall be paid the weekend return home allowance, as prescribed in Part 3, Division 3, where the following conditions are met: the Employee –

(i) completes the full shift of work on the Friday before the weekend return home;

(ii) commences the full shift of work on the Monday following the weekend return home;

(iii) advises the Employer of their intention to return home for the weekend at least the Tuesday prior to the weekend; and

(iv) returns to their usual place of residence on the weekend.

(d) In respect of subclauses (b) and (c), the Employer is responsible for meeting all reasonable costs associated with return transport.

TRAVEL ON COMMENCEMENT AND CESSATION

(a) Where road travel time is over 6 hours from the Employee's place of residence:

(i) The Employer must transport Employees by economy air transport from the Employee's usual place of residence to the project at the commencement of employment and return at the conclusion of the project.

(ii) Employees will be paid up to 8 hours per day for each day of travel to commence or cease at the distant work location.

(iii) The Employer shall pay a meal allowance in accordance with Part 3, Division 3 and pay any excess baggage costs incurred in transporting Employee tools.

(iv) Where an Employee has been terminated the notice period will extend to the end of the ordinary working day before transport is available.

(b) Where road travel time is less than 6 hours from the Employee's place of residence:

(i) Employees will be paid up to 6 hours per day for each day of travel to commence or cease at the distant work location.

(ii) The Employer shall pay a meal allowance in accordance with Part 3, Division 3 and all reasonable costs associated with transport.

RECOVERY OF FORWARD JOURNEY FARE

Where the Employee terminates their employment within two weeks of commencing at the distant location for the purpose of taking up alternative employment in the same location, the Employer may deduct the cost of the forward journey fare from the Employee's final pay.

RETURN JOURNEY COSTS UPON TERMINATION

If the Employee is dismissed for misconduct or the Employee discontinues their employment within 2 months of commencing their job at the distant location, for the purpose of taking up alternative employment in the same location, the Employer is not required to meet the return journey payments.

80. HOURS OF WORK, OVERTIME, RDOS AND RELATED MATTERS

ORDINARY HOURS

Ordinary hours will be worked in accordance with the provisions contained in Part 1 of this Policy.

MAXIMUM WEEKLY HOURS WORKED

The maximum number of hours worked on site will be in accordance with the provisions contained in Part 1 of this Policy.

ROSTERED DAYS OFF (RDO)

Employees will be entitled to Rostered Days Off in accordance with the provisions contained in Part 1 of this Policy.

OVERTIME

Overtime will be worked and paid in accordance with the provisions contained in Part 1 of this Policy.

BREAKS BETWEEN WORKING DAYS

(a) An Employee is entitled to a break of least 10 consecutive hours off duty between completion of overtime, weekend work or work on public holidays, and recommencement of their next ordinary working day. For example, an Employee who finishes overtime at midnight will not be required to recommence work until 10:00 am the following day but shall be paid from their normal start time as if they were at work.

(b) Where the Employer requires the Employee to recommence work before they have had 10 consecutive hours off duty, the Employee will be paid at double time rates until they cease work. The Employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) The parties agree the 10 hour break is important for the purposes of fatigue management. Accordingly, for the purposes of calculating when the 10 hour break commences, the completion of overtime shall include the travel time the employee takes to return to their normal place of residence or accommodation.

CALL-BACK

(a) An Employee recalled to work overtime after leaving the Employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of three hours work at the appropriate rates for each time they are so recalled.

(b) Except in the case of unforeseen circumstances arising, the Employee will not be required to work the full three hours if the job or jobs they were recalled to perform is completed within a shorter period.

SERVICE WORK

(a) A fire sprinkler fitter Employee required to perform service work outside normal working hours for breakdown, accident, or other emergency work, must be paid at the

rate of double time. Specific work tasks that are programmed/ scheduled in advance to be performed outside of an Employee's ordinary working hours and which are not for breakdown, accident, or other emergency work, are not necessarily call-outs.

(b) The calculation of the period of duty will include only the time reasonably occupied in travel or work between the time of the Employee's departure from their normal place of residence and the time of their return thereto, provided that:

(c) each call-out is treated as standalone; and

(d) for each call-out, the Employee must be paid for at least a period of three hours at the rate of double time, irrespective of whether the Employee performed three hours of work on that call-out or not.

(e) This Policy is subject to the proviso that no existing Employee will suffer a reduction of their existing rate of payment for service work performed outside normal working hours for breakdown, accident or other emergency work.

ON CALL

(a) Where a fire sprinkler fitter Employee is required to be on call outside the ordinary hours of work, they must be readily contactable by telephone at all relevant times during such stand-by, and will be entitled to:

(b) Employees on a permanent stand-by on call roster: an additional minimum payment per week of 7 days, as prescribed in Part 3, Division 3, provided that no existing Employee will suffer a reduction of their existing On Call allowance rate.

(c) Employees, other than those on a permanent stand-by on call roster:

(i) for each Monday to Friday on call – an additional 0.7% of (36 hours x the Employee's ordinary rate of pay prescribed in Part 3, Division 2) per night; and

(ii) for each Saturday, Sunday, or public holiday on call – an additional 5% of (36 hours x the Employee's ordinary rate of pay prescribed in Part 3, Division 2) per day.

Example: An Employee who earns $53.30 per hour (in accordance with Part 3, Division 2) would be entitled to a payment of $13.43 under subclause C (i), and $95.94 under subclause C (ii).

(d) An Employee's telephone rental must be paid for by the Employer.

CALL-BACK AND REST PERIOD

Overtime worked in the circumstances specified in this clause will not be regarded as overtime for the purposes of the Overtime provisions prescribed in Part 3 of this Policy where the actual time worked is less than four hours on such recall or on each such recalls.

USE OF EMPLOYEE'S VEHICLE

When an Employee's vehicle is used for call out(s) at the request of the Employer, payment of an allowance will be made in accordance with Part 3, Division 3.

SHIFT WORK

Shift Work will be worked and paid in accordance with the provisions contained in Part 1 of this Policy.

MEAL BREAKS

There must be allowed, without deduction of pay, a minimum rest break of 20 minutes between 9am and 11 am in lieu of a afternoon rest pause.

(a) No Employee will work more than 4 hours without a break.

(b) There will be an unpaid meal break of not less than 30 minutes to be taken between noon and 1:00 pm.

OVERTIME MEAL ALLOWANCES/ BREAKS

(a) An Employee required to work overtime for at least 1.5 hours after working ordinary hours will be paid a meal allowance in accordance with Part 3, Division 3 plus an additional meal allowance for each subsequent 4 hours worked. The Employer may provide a meal(s) instead of paying an allowance.

(b) When an Employee is rostered to work 2 or more hours overtime the Employee is entitled to a paid rest break of 20 minutes immediately after ordinary hours ceasing time. Where this break is not taken, the 20 minutes will be added to the total overtime worked and paid accordingly.

(c) In addition, the Employee is entitled to paid rest break of 30 minutes after each 4-hour block of continuous overtime.

VARIATION OF MEAL BREAKS

(a) Where a majority of on-site Employees on a project request (because of the area or location of a project), and agreement is reached, the period of the meal break may be lengthened to not more than 45 minutes with a consequential adjustment to the daily time of cessation of work.

(b) The Employees and Employer may agree to one 30-minute paid break in lieu of all other rest breaks and meal breaks, provided that no Employee will work more than 4 hours without a break.

WORKING DURING MEAL BREAK

If the Employer requires an Employee to work through their normal meal break, the Employee will be paid at the rate of double-time until they are allowed to take that break. Where the meal break is shortened by agreement, the Employer will pay for the period by which the meal break is shortened, which will then form part of ordinary time hours. This provision will not apply where the Employees and Employer have agreed to one 30 minute paid break in lieu of all other rest and meal breaks.

81. LEAVE ENTITLEMENTS

PUBLIC HOLIDAYS

(a) Employees are entitled to public holidays in accordance with the provisions contained in Part 1 of this Policy.

(b) Where the Employer and a majority of Employees agree, another day maybe taken in lieu of a public holiday.

(c) An Employee who works on any of the public holidays or substitute days prescribed in this clause, will be paid at the rate of double time and a half for all time worked, with a minimum four hours work or paid for four hours at the appropriate rate.

ANNUAL LEAVE

For each year of service, an Employee is entitled to 4 weeks of paid annual leave in accordance with the NES and Annual leave continues to accrue when an Employee is on any paid absence including WorkCover, CIPQ and QLeave.

ANNUAL CLOSE DOWN AND CHRISTMAS BREAKS

The Employer may direct a compulsory Christmas/ New Year close-down. In such circumstances, Employees will use their accrued annual leave or take annual leave in advance in accordance with the following Clauses in Part 3

(a) *Annual Leave,*

(b) *Payment For Annual Leave*

(c) *Taking Of Annual Leave*

(d) *Annual Leave In Advance*

ANNUAL LEAVE IN ADVANCE

The Employer may allow an Employee to take any amount of annual leave before it becomes due. In such circumstances, an Employee cannot take further leave in advance of their accrued balance until after the date the Employee becomes entitled to the leave that was taken in advance.

PAYMENT FOR ANNUAL LEAVE

(a) An Employee, before going on annual leave, will be paid in advance their current weekly wage, which is based on their hourly wage rate (including the leading hand allowance, where the Employee ordinarily receives this) in addition to a leave loading of 17.5%.

(b) Employees will also be paid an amount equivalent to 17.5% of the fares and travel entitlement that would have accrued to the Employee for the period of annual leave, had the Employee remained at work for that period.

PAYOUT OF ANNUAL LEAVE

(a) Annual leave maybe paid out at the request of the Employee only. Only leave accrued in excess of 6 weeks may be paid out. In accordance with section 93 of the Act, for annual leave to be paid out each instance will require a separate agreement in writing between the Employer and Employee. The Employee will be paid at least the full amount that would have been payable to them had they taken the leave. Any leave paid out will be paid out in accordance with *"Payment For Annual Leave"* clause in Part 3 of this Policy.

(b) Employees shall be paid an amount equal to the weekly payment to superannuation, BERT, BEWT and CIPQ for each week of annual leave paid out.

TAKING OF ANNUAL LEAVE

(a) The Employer and the Employee will seek to reach agreement on the taking of annual leave at a mutually convenient time. If not taken within 12 months of the day accrued, either the Employer or Employee may give at least 4 weeks' notice of the dates when all, or part of, the accrued leave will be taken. A request to take paid annual leave must not be unreasonably refused by the Employer or Employee.

(b) Where an RDO falls during the period of annual leave taken, that day will be deducted from accrued RDO entitlements rather than from annual leave entitlements. All other entitlements which would be payable for an RDO are payable in these circumstances.

(c) For each day taken of annual leave, 0.8 of an hour will be added to the Employee's RDO balance. For example, if an Employee is to take 1 week (5 days) of annual leave they will be paid in accordance with the above and their RDO balance will be increased by 4 hours.

(d) Where a public holiday falls during the period of annual leave taken, that day will not be deducted from annual leave entitlements.

PERSONAL LEAVE/ CARER'S LEAVE

(a) Permanent Employees are entitled to personal/ careers leave in accordance with the provisions contained in Part 1 of this Policy.

(b) In addition to the provisions contained in in Part 1 of this Policy the following provisions will apply to employees in Part 3 of this Policy.

(i) An Employee who is reengaged by the Employer within a period of 6 months will have their unclaimed personal leave balance reinstated from the day of re-engagement. If the unused sick leave was notified to CIPQ and added to the Employee's sick leave bank, it shall be removed once it has been re-credited to the Employee.

(ii) For each day taken of personal leave the Employee will be paid 7.2 hours and 0.8 of an hour will be added to the Employee's RDO balance.

COMPASSIONATE LEAVE

Employees are entitled to compassionate leave in accordance with the provisions contained in Part 1 of this Policy.

PARENTAL LEAVE

Employees are entitled to parental leave in accordance with the provisions contained in Part 1 of this Policy.

LONG SERVICE LEAVE

Employees are entitled to long service leave in accordance with the provisions contained in Part 1 of this Policy.

UNPAID LEAVE

Employees may request unpaid leave in accordance with the provisions contained in Part 1 of this Policy.

JURY SERVICE LEAVE

An Employee required to attend for jury service will be entitled to have their pay made up by the Employer to equal the Employee's ordinary pay as for 8 hours (in accordance the Rostered Days Off clause in Part 3 of this Policy) per day plus fares whilst meeting this requirement. The Employee will give the Employer proof of such attendance and the amount received in respect of such jury service.

COMMUNITY SERVICE LEAVE

Employees are entitled to Community Service Leave in accordance with the provisions contained in Part 1 of this Policy.

DOMESTIC & FAMILY VIOLENCE LEAVE

Employees are entitled to Family and Domestic Violence Leave in accordance with the provisions contained in Part 1 of this Policy.

82. OCCUPATIONAL HEALTH AND SAFETY MATTERS

PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS

Safety issues or incidents will be delt with in accordance with the provisions contained in Part 1 of this Policy.

PROTECTIVE CLOTHING, FOOTWEAR AND EYE WEAR

Protective clothing, footwear and eye ware will be supplied to all Employees in accordance with the provisions contained in Part 1 of this Policy.

INCLEMENT WEATHER

Inclement weather provisions will be in accordance with the provisions contained in Part 1 of this Policy.

DECLARED NATURAL DISASTERS

(a) Employees can utilise their inclement weather hours where they are reasonably prevented from attending work as resolved by the Employer due to a government declared natural disaster zone. In considering the Employee's entitlement to payment, the Employer will give reasonable consideration to the capacity of the Employee to notify the Employer of their situation.

(b) Where no inclement weather hours are available, the Employee may access their entitlements under the Act.

HOT WEATHER GUIDELINES

Working in Hot Weather Guidelines will be in accordance with the provisions contained in Part 1 of this Policy.

DIVISION 1 - CLASSIFICATIONS

At the time of engagement of each Employee, the Employer must inform the person in writing the terms of their engagement (permanent, part-time or casual), the name of their Employer, the job to be performed, the classification level, and the relevant rate of pay.

The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill/competence and training consistent with the Employee's classification provided that such duties are not designed to promote deskilling.

Apprentices and sheet metal workers with AQF level 3 qualifications will be engaged as weekly hire employees.

KEY CONCEPTS AND TERMS

CSQ means Construction Skills Queensland. CSQ will be the recognised authority (for the purpose of this DIVISION) to endorse competency standards and skill sets required for the major commercial plumbing industry sector in Queensland.

Fabrication includes:

(a) the fabrication of pipes for chilled water and condenser water in workshop establishments;

(b) the application of tradesperson's skills to cut, join or make up pipes into plumbing articles or pipe work in a plumbers' workshop or on a site where normally performed by a plumbing or mechanical tradesperson.

Fields of work means a defined group of related skills and work functions exhibiting common features and aimed at providing more efficient and productive work organisation, as well as more satisfying and well-paid jobs. In respect of this Part 3, Division 1, the fields of work are sanitary plumbing/water supply/drainage, gas fitting, roofing and cladding, mechanical services (including air conditioning), lagging, pool plumbing, beer and spirits plumbing, water storage tank plumbing, and irrigation. A stream shall be taken to include any work that is complementary, ancillary or enabling in its nature relative to the trade activity. The principal purpose of fields of work is to facilitate the development of training modules.

First Class Sprinkler Fitter means a fitter who holds a Restricted water Plumbers - fire protection (commercial and industrial) license with the Plumbing Industry Council or any subsequent licensing authority and who can undertake all work in connection with preparing, erecting, fitting, fixing, commissioning, altering, overhauling, repairing or testing of apparatus, pipes and/or fittings including the fixing and connecting of tanks, valves, water supplies, pumps, gauges, or alarms for systems for the detection, extinguishment and/or control of fires and/or all pipes and/or fittings for conveyance of water, air and/or gas and/or chemical compounds and/or pipes and fittings for hydrant and hose reel services.

Gas Work Licence means an individual licensed under the provisions of the *Petroleum and Gas (Production and Safety) Act 2004.*

General supervision means working under general supervision means a person who:

- receives general instructions, usually covering only the broader technical aspects of the work; and
- may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made; and

- has their assignments reviewed on completion; and
- although competent and well experienced, there may be occasions on which the person will receive more detailed instructions.

Interim Gas Work Licence will mean an individual issued an interim license under the provisions of the *Petroleum and Gas (Production and Safety) Act 2004*.

Lagging means an employee who carries out work or is employed or usually employed in executing pipe and or duct lagging or domestic engineering work, whether prefabricated or not, or who executes any work in or in connection with:

- Sheet lead, galvanised iron or other classes of sheet metal or any other materials which supersede the materials usually fixed by plumbers including but not limited to:
- External Installation;
- Internal insulation;
- Chilled water insulation;
- Acoustic Insulation.

Licensed Drainer means a person licensed as a drainer by the appropriate State Authority, or a person holding a certificate covering draining work which is recognised under the provisions of the Australian and New Zealand Reciprocity Association Agreement who within three months makes application for and receives registration from the appropriate State Authority.

Limited supervision means working under limited supervision means a person who:

- receives limited instructions normally confined to a clear statement of objectives; and
- has their work usually measured in terms of the achievement of stated objectives; and
- is fully competent and very experienced in a technical sense and requires little guidance in the performance of their work.

Module means a module of training that equates to 40 nominal training hours.

New entrant means an employee, other than an apprentice, who has never previously worked within the scope of a building construction industry award or an Industrial Instrument covering building construction industry work. If there is doubt as to the status of an employee in this regard, the following documentation may be regarded as prima facie evidence that an employee is not a new entrant:

- documentary evidence concerning registration with any of the portable industry long service leave schemes;
- documentary evidence concerning contributions into an approved industry superannuation fund (e.g. CBUS, BUSSQ);

The new entrant classification does not apply to persons who were employed in the building and construction industry prior to the introduction of this Policy. Such employees are subject to the translation arrangements set out in this Policy.

The purpose of introducing the new entrant Level is not to displace existing employees, but to facilitate the introduction of a career path. Accordingly, an employer will not purposely turn over employees within the new entrant classification as an alternative to engaging employees on an ongoing basis.

Nothing contained in this clause will prevent a party from submitting a dispute about the status of an employee for determination under the dispute settlement procedure of this Policy.

Prefabrication includes:

- the fabrication of pipes for chilled water and condenser water in workshop establishments;
- the application of tradesperson's skills to cut, join or make up pipes into plumbing articles or pipe work in a plumbers' workshop or on a site where normally performed by a plumbing or mechanical tradesperson.

Registered Plumber and/or Gasfitter means a plumber holding registration in accordance with the appropriate Queensland Authority.

Skills package means a bundle of skills or competencies within or across fields of work identified as related and complementary and approved as such by CSQ.

Streams or Skill streams means a broad grouping of skills that relate to a particular phase or aspect of production. A stream may be comprised of a number of fields of work.

Trade Assistant means a person who performs work of an unskilled nature as defined by s.121(1)(a) of the *Plumbing and Drainage Act 2002* (Qld) as amended and/ or replaced from time to time.

Trade certificate *(Plumbing and Mechanical Services Classifications)* means a trade certificate level 3 or its equivalent relevant to the Plumbing and Mechanical Services Industry, including those of Plumber or Mechanical Plumber or a Trade Certificate Level 3 in Engineering – Fabrication.

A person who has a trade certificate level 3 or its equivalent which is relevant to the Plumbing and Mechanical Services Industry will be deemed to have a trade certificate for the purpose of the definition of Plumbing and Mechanical Services Tradesperson Level 2.

Where it appears in the classification definitions at 105% and above the phrase or equivalent means:

(a) any training which a registered provider (e.g. TAFE) or a State Training Authority has recognised as equivalent to accredited training which is recognised for these levels. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or

(b) where competencies meet the requirements of the national competency standards for these levels.

Trade certificate *(Sprinkler Fitting Classifications)* means a trade certificate or its equivalent relevant to the Fire Protection Industry. A person who has a trade certificate or its equivalent which is relevant to the Sprinkler Fitting Industry will be deemed to have a trade certificate for the purpose of the definition of Sprinkler Fitting Tradesperson Level 1. Whether a trade certificate or its equivalent is relevant will be determined by the appropriate regulatory body.

Where it appears in the classification definitions at 105% and above the phrase or equivalent means:

(a) any training which a registered provider (e.g. TAFE) or a State Training Authority has recognised as equivalent to accredited training which is recognised for these levels.

This can include advanced standing through recognition of prior learning and/or overseas qualifications; or

(b) where competencies meet the requirements of the national competency standards for these levels.

Plumbing means plumbing, gas fitting, roof plumbing, lead burning, ship plumbing, heating, air-conditioning or ventilation plumbing, installation of metal cladding, fire sprinkler fitting, mechanical plumbing, water storage tank plumbing, irrigation installation, lagging, irrigation plumbing, pool plumbing, pipe-fitting or domestic engineering work, whether prefabricated or not, engaged on-site or in construction work or any work in or in connection with:

(a) sheet lead, galvanized iron or other classes of sheet metal or any other materials which supersede the materials usually fixed by plumbers;

(b) lead, wrought, cast or sheet iron, copper, brass or other classes of pipe work;

(c) water (hot or cold), steam, gas, air, beer, spirits, vacuum, heating or ventilating appliances, fittings, services or installations; or

(d) house, ship, sanitary, chemical or general plumbing or drainage and irrigation.

Services stream includes all fields of work principally concerned with the installation, commissioning and maintenance of services, whether performed in relation to buildings, structures or engineering projects and irrespective of when that work is undertaken in the construction process.

- **Services Stream (Plumbing and Mechanical Services)** means the skills and tasks at all appropriate levels in the classification structure which are included in the fields of work relevant to this DIVISION.
- **Services stream (Sprinkler Fitting)** means the skills and tasks at all appropriate levels in the classification structure which are included in the fields of work relevant to this DIVISION.

Engagement and Classification

The Employer will instruct each employee upon engagement the classification level they are employed at in accordance with the below table.

Employees shall be paid the rates of pay described in Part 3, Division 2 in accordance with the level to which they are classified.

In determining the appropriate classification/reclassification of a position or job to be filled by an employee, an employer will give full regard to:

(a) whether the employee has proven competencies to the classification sought within an approved skills package;

(b) whether the employee is or is likely to utilise 50% or more of the competencies mentioned above during his/her employment with the employer over a reasonable period of time;

(c) whether the employee possess the skills required for the employee's base level of pay;

(d) the experience and/or qualifications of the employee in relevant indicative tasks nominated in the classification definitions contained in the Division; and/or

If a dispute arises as to the proper classification of a position or job to be filled by an employee the matter will be determined in accordance with the dispute settlement procedure of this Policy provided that the parties may seek to have the process informed by persons with technical/educational expertise to assist in the process of resolving the dispute and any other persons the parties believe would assist in the resolution of the dispute.

Classification Structure

Classification	Relativity to Tradesperson (%)
Plumbing & Mechanical Services Classifications	
Plumbing and Mechanical Services Sheet Metal Worker Level 1(a) (new entrant) (under the age of 21)	55
Plumbing and Mechanical Services Sheet Metal Worker Level 1(b) (new entrant) (over the age of 21)	75
Plumbing and Mechanical Services Worker Level 2(a) (new entrant) (upon commencement in the industry)	85
Plumbing and Mechanical Services Worker Level 2(b) (after 3 months in the industry or, for those translating from level 1, after 3 months at level 2(a))	88
Plumbing and Mechanical Services Worker Level 2(c) (after 12 months in the industry or, for those translating from level 1, after 12 months at level 2(b))	90
Plumbing and Mechanical Services Worker Level 2(d) (upon fulfilling the substantive requirements of this classification)	92.4
Plumbing and Mechanical Services Worker Level 3	100
Plumbing and Mechanical Services Tradesperson Level 1	100
Plumbing and Mechanical Services Tradesperson Level 2	105
Plumbing and Mechanical Tradesperson – Special Class Level 1	110
Plumbing and Mechanical Tradesperson – Special Class Level 2	115
Advanced Plumbing and Mechanical Services Tradesperson Level 1	120
Advanced Plumbing and Mechanical Services Tradesperson Level 2	125
Sprinkler Fitting Classifications	
Sprinkler Fitter Assistant	86.29
Sprinkler Fitting Tradesperson Level 2	105.2
Sprinkler Fitting Tradesperson – special class level 1	110
Sprinkler Fitting Tradesperson – special class level 2	115
Advanced Sprinkler Fitting Tradesperson Level 1	120
Advanced Sprinkler Fitting Tradesperson Level 2	125
Roofing Classifications	

Classification	Relativity to Tradesperson (%)
Roof Plumber (possessing relevant Certificate III trade qualification)	105.2
Roof Plumber (fully competent to trade level)	100
Roof Plumber (trade assistant)	80
Lagging Classifications	
New Entrant/ Assistant	65
Lagger Class B	85
Lagger Class C	90
Lagger Class D	95
Tradesperson, Lagger, Sheet Metal Worker	100
Apprentices	
Are Paid in Accordance with the provisions of Part 3 of this Document	

Classification Definitions

For clarity, supervisors of employees engaged under the below classifications will be engaged in accordance with CW8 in Part 2 of this Policy.

Plumbing and Mechanical Services

Plumbing and mechanical services assistant/ Plumbing and mechanical services sheet metal worker

This classification incorporates, among other things, the following former classifications:

- Plumbing and mechanical services sheet metal worker level 1(a) new entrant under the age of 21 (after 12 months employees not offered an apprenticeship will be moved to Plumbing and Mechanical Services Worker level 1(b));
- Plumbing and mechanical services sheet metal worker level 1(b) (new entrant) over the age of 21;
- Plumbing and mechanical services worker level 2(a) (new entrant) - upon commencement in the industry;
- Plumbing and mechanical services worker level 2(b) - after three months in the industry (after three months in the industry or, for those translating from level 1, 3 months at level 2(a));
- Plumbing and mechanical services worker level 2(c) - after twelve months in the industry (after twelve months in the industry or, for those translating from level 1, following 12 months at level 2(b));
- Plumbing and mechanical services worker level 2(d) - upon fulfilling the substantive requirements of plumbing and mechanical services worker level 2(d).

This classification further incorporates where work is performed by a Trades Assistant “of an unskilled nature” as defined by the *Plumbing and Drainage Act 2002*, as amended and/ or replaced from time

to time. Subject to any determination of the Plumbers and Drainers Board the parties to this Policy define work of an unskilled nature to mean:

(a) Organising of tools;

(b) Painting of pipe;

(c) Carry pipe around the work site;

(d) Lay pipe out;

(e) Assist in measuring up;

(f) Concreting around pipes;

(g) Install penetration seals;

(h) Assist in fire rating;

(i) Clean up;

(j) Carry out other labouring tasks e.g. dig holes, loading and unloading material and equipment; and

(k) Pick up and deliver material and equipment to site.

Plumbing and Mechanical Services Worker Level 2(d) (92.4%)

A Plumbing and Mechanical Services Worker Level 2(d) is an employee who has fulfilled the substantive requirements of a Plumbing and Mechanical Services Worker Level 2(d) as detailed below. An employee at this level will have:

- For Plumbing and Mechanical Services workers - successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Level 1 consisting of 16 appropriate modules of structured training agreed to between the parties to this Policy; or
- obtained equivalent skills gained through work experience subject to competency testing to the prescribed standard covering the same content as the above modules of training.

An employee at this level performs work above and beyond the skills of an employee at Plumbing and Mechanical Services Worker Level 2(c) and to the level of her/his training:

- Assists in the co-ordination of work in a team environment or works individually under general supervision.
- Is responsible for ensuring the quality of their own work.
- Exercises discretion within their level of skill and training.
- Has an understanding of the construction processes within the services stream.
- Assists in the provision of on-the-job training to a limited degree.
- Works from instructions and procedures.
- Implements basic fault-finding and problem-solving skills within the employee's sphere of work.
- Measures accurately for their area of operation.

- Works in a safe manner.
- Interacts harmoniously with employees of other companies on site or at the workplace.
- Adapts to a changing work environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having completed the appropriate training to perform the particular task:

- Erect and dismantle scaffolding.
- Assist with rigging.
- Undertake basic oxy cutting.
- Execute shoring/trenching.
- Undertake site drainage and de-watering.
- Assisting one or more tradespersons.
- Safely handle waste.
- Use tools, plant and equipment requiring the exercise of skill and knowledge beyond that of an employee at Plumbing and Mechanical Services Worker Level 1(c).

Plumbing Mechanical Services Worker Level 3 (100%)

A Plumbing and Mechanical Services Worker Level 3 is an employee who has:

- successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Certificate 2 of formal structured training agreed to between the parties to this Policy; or
- obtained equivalent skills gained through work experience subject to competency testing to the prescribed standards covering the content of the above agreed modules of training; or
- Is a licensed Drainer.

Employee at this level performs work to the level of her/his training:

- Exercises good interpersonal communication skills.
- Exercises discretion within their level of training.
- Understands and applies quality control techniques.
- Performs work under general supervision either individually or in a team environment.
- Has knowledge of the four streams within the building and construction industry and how they inter-relate.
- Works in a safe manner.
- Having been given adequate written or verbal instruction, be able to control their own schedule of work and meet objectives with general supervision.
- Is capable of detailed measuring techniques.
- Interacts with and assists employees of other companies on site or at the workplace.

- Anticipates and plans for constant changes to the work environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having completed the appropriate training to perform the particular task:

- Operating a laser when carrying out levelling.
- Read and interpret plans and specifications.
- Operate machinery and equipment.
- Assists with informal on-the-job guidance to other employees to a limited degree.
- Performs work for which a Drainers license is required.

Plumbing and Mechanical Services Tradesperson Level 1 (100%)

A Plumbing and Mechanical Services Tradesperson Level 1 is an employee who is not a licensed drainer or performing mechanical services pipe-work but perform work of a skilled trade nature for which registration with a recognised licensing authority is not required although the person may not be formally trade qualified and who is able to exercise the skill and knowledge of the relevant trade:

- Exercises good interpersonal and communication skills.
- Reads, interprets and applies information from plans.
- Understands and applies quality control techniques.
- Exercises discretion within the scope of this grade.
- Performs work under general supervision either individually or in a team environment.
- Is able to perform tasks safely and be able to identify hazards within their sphere of work.
- Assists with informal on-the-job guidance to a limited degree.
- Performs non-trade tasks incidental to their work.
- Has knowledge of the fields of work within the Plumbing and Mechanical Services sector of the services stream and how they relate to the other areas of the services stream.
- Performs work which, while primarily involving the skills of the plumbing and mechanical services trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

The Plumbing and Mechanical Services Tradesperson Level 1 classification incorporates any worker working in any classification covered by the scope of this DIVISION as it applied prior to this Policy who is not:

- Engaged on tasks purely of an unskilled nature.
- A Licensed Drainer.
- A Licensed Plumber.
- A Licensed Gasfitter.
- A Mechanical Plumber performing any Mechanical Services-Pipe work.

- Holding a trade certificate level 3 in a trade within the national plumbing training packages.

For clarity, this classification includes among other things, non-licensed persons performing irrigation plumbing, 'beer plumbing', water storage tank plumbing, installation of metal cladding, and pool plumbing.

Plumbing and Mechanical Services Tradesperson Level 2 (105.2%)

A Plumbing and Mechanical Services Tradesperson Level 2 is either:

- a Plumbing and Mechanical Services Tradesperson Level 1 who has successfully completed three appropriate modules within an approved skills package in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or
- A person who holds a trade certificate level 3 within the national plumbing training packages relevant to work being performed under this Policy; or
- A person who holds a trade certificate level 3 in Engineering – Fabrication.

A Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond a Plumbing and Mechanical Services tradesperson at Level 1 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Works under general supervision either individually or in a team environment.
- Understands and implements quality control techniques.
- Provides trade guidance and assistance as part of a work team.
- Exercises discretion within the scope of this grade.
- Has knowledge of occupational, health and safety requirements subject to the level of their training.
- Reads, interprets and applies information from plans.

For a Plumbing and Mechanical Services Tradesperson Level 2, the following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training to enable them to perform the particular tasks:

- Exercises skills involved in fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

Where a skills package has been identified and approved by the CSQ Services Skills Advisory Committee as core skills possessed by plumbers within the construction industry within each field of work of the services stream then such skills shall be a perquisite for further progression under this career path.

Where an employee possesses less than half of the skills identified above the employer may require such employee to undertake gap training until such employee is competent within the field of work.

For clarity, this classification includes, among other things, licensed persons performing irrigation plumbing, 'beer plumbing', water storage tank plumbing, installation of metal cladding, and pool plumbing.

Plumbing and Mechanical Services Tradesperson Special Class Level 1 (110%)

A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 is a Plumbing and Mechanical Services Tradesperson Level 2 who has successfully completed the following training requirements:

- has been assessed as a competent plumber within the relevant field of work; and
- three appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 2; or
- the equivalent; or
- will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or

A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson Level 2 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Understands and implements quality control techniques.
- Provides trade guidance and assistance as part of a team.
- Exercises discretion within the scope of this grade.
- Works under limited supervision, either individually or in a team environment.
- Reads, interprets and applies information from plans.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training to enable the employee to perform the particular indicative tasks:

- Exercises precision trade skills using various materials and/or specialised techniques.
- Schedule and plan work activity.
- Write brief reports on work activity.
- Have knowledge of the Australian Standards applying to their sphere of work.
- Recognise hazards associated with tasks in their field of work.
- For Plumbing and Mechanical Services Tradespersons, exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

Plumbing and Mechanical Services Tradesperson - Special Class Level 2 (115%)

A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 who successfully completed the following training requirements:

- three appropriate modules in addition to the requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 1; or
- equivalent; or
- will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Provides trade guidance and assistance as part of a work team.
- Understands and implements quality control techniques.
- Works either independently within the skill level of the employee, or in a team environment with limited supervision.
- Reads, interprets and applies information from plans.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training to enable the employee to perform the particular indicative tasks:

- Exercises high precision trade skills using various materials and/or specialised techniques.
- For Plumbing and Mechanical Services Tradespersons, exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

Advanced Plumbing and Mechanical Services Tradesperson Level 1 (120%)

An Advanced Plumbing and Mechanical Services Tradesperson Level 1 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 who has who successfully completed: 1.5 appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 2; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

An Advanced Plumbing and Mechanical Services Tradesperson Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 and to the level of their training.

Indicative tasks which an Employee at this level may perform include:

- exercises the skills attained through completion of the training prescribed for this classification;

- exercises discretion within their level of training;
- is able to provide trade guidance and assistance as part of a work team;
- understands and implements quality control techniques;
- works either independently within the skill level of the Employee, or in a team environment with limited supervision; and
- reads, interprets and applies information from plans.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post trade training to enable the Employee to perform the particular tasks:

- exercises high precision trade skills using various materials and/ or specialised techniques;
- possesses effective written and verbal skills in order to provide concise reporting and communication; and
- exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

Advanced Plumbing Mechanical Services Tradesperson Level 2 (125%)

An Advanced Plumbing and Mechanical Services Tradesperson Level 2 is an Advanced Plumbing and Mechanical Services Tradesperson Level 1 who has: 1.5 appropriate modules in addition to the training requirements of an Advanced Plumbing and Mechanical Services Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

An Advanced Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond an Advanced Plumbing and Mechanical Services Tradesperson Level 1 and to the level of their training.

Indicative tasks which an Employee at this level may perform include:

- undertakes quality control and work organisation at a level higher than for an Advanced Plumbing and Mechanical Service Tradesperson Level 1;
- provides trade guidance and assistance as part of a work team;
- assists in the provision of training to employees in conjunction with supervisors/ trainers;
- performs maintenance planning and predictive maintenance work within their field of work;
- prepares reports of a technical nature on specific tasks or assignments as directed; and
- exercises broad discretion within the scope of this level.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks:

- use information from plans to identify, diagnose and solve problems related to work in a specific field;

- be able to identify any deviations from plans and sketches;
- schedule and plan work for a team and provide brief reports on the progress and quality of the work;
- exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or consumer piping systems; and
- exercises diagnostic skills in respect of various systems in plumbing and mechanical services.

Sprinkler Fitting

Sprinkler Fitting Assistant (86.29%)

The *Plumbing and Drainage Act 2003* limits work done by a Trades Assistant to work "of an unskilled nature". Subject to any determination of the Plumbers and Drainers Board the parties to Part 3 of this Policy define work of an unskilled nature to mean:

(a) Organising of tools;

(b) Painting of pipe;

(c) Carry pipe around the work site;

(d) Lay pipe out;

(e) Assist in measuring up;

(f) Concreting around pipes;

(g) Install penetration seals;

(h) Assist in fire rating;

(i) Clean up;

(j) Carry out other labouring tasks e.g. dig holes, loading and unloading material and equipment; and

(k) Pick up and deliver material and equipment to site.

Sprinkler Fitting Tradesperson Level 2 (105%)

A Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed three appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Sprinkler Fitting Tradesperson Level 2 works above and beyond a Sprinkler Fitting Tradesperson at level 1 and to the level of her/his training.

(a) Exercises the skills attained through completion of the training prescribed for this classification.

(b) Works under general supervision either individually or in a team environment.

(c) Understands and implements quality control techniques.

(d) Provides trade guidance and assistance as part of a work team.

(e) Exercises discretion within their level of training.

(f) Has knowledge of occupational, health and safety requirements subject to the level of their training.

(g) Reads, interprets and applies information from plans.

The following indicative task which an Employee at this level may perform is subject to the Employee having the appropriate Trade and Post Trade training to enable them to perform the particular task:

- exercises the skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, C02 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

Sprinkler Fitting Tradesperson - Special Class Level 1 (110%)

A Sprinkler Fitting Tradesperson - Special Class Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has completed the following training requirements successfully completed six appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Sprinkler Fitting Tradesperson - Special Class Level 1 works above and beyond a Sprinkler Fitting Tradesperson Level II and to the level of her/his training:

(a) Exercises the skills attained through completion of the training prescribed for this classification.

(b) Understands and implements quality control techniques.

(c) Provides trade guidance and assistance as part of a team.

(d) Works under limited supervision either individually or in a team environment.

(e) Reads, interprets and applies information from plans.

(f) Exercises discretion within their level of training.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate Trade and Post Trade training to enable the Employee to perform the particular indicative tasks:

- Exercises precision trade skills using various materials and/or specialized techniques.
- Schedules and plan work activity.
- Writes brief reports on work activity.
- Has knowledge of the Australian Standards applying to their sphere of work.
- Recognises hazards associated with tasks in their field of work.

- exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

Sprinkler Fitting Tradesperson - Special Class Level 2 (115%)

A Sprinkler Fitting Tradesperson - Special Class Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has completed the following training requirements successfully completed nine appropriate modules in addition to the requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Sprinkler Fitting Tradesperson - Special Class Level 2 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 1 and to the level of her/his training:

(a) Exercises the skills attained through completion of the training prescribed for this classification.

(b) Provides trade guidance and assistance as part of a work team.

(c) Understands and implements quality control techniques.

(d) Works under limited supervision either individually or in a team environment.

(e) Reads, interprets and applies information from plans.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate Trade and Post Trade training to enable the Employee to perform the particular indicative tasks:

- exercises high Precision Trade Skills using various materials and/or specialised techniques;
- exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.

Advanced Sprinkler Fitting Tradesperson Level 1 (120%)

An Advanced Sprinkler Fitting Tradesperson Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed ten and half appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

An Advanced Sprinkler Fitting Tradesperson Level 1 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 2 and to the level of their training.

Indicative tasks which an Employee at this level may perform include:

- exercises the skills attained through completion of the training prescribed for this classification;
- exercises discretion within their level of training;
- is able to provide trade guidance and assistance as part of a work team;

- understands and implements quality control techniques;
- works under limited supervision either individually or in a team environment; and
- reads, interprets and applies information from plans.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular task:

- exercises high Precision Trade Skills using various materials and/ or specialised techniques; and
- exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, C02 systems, deluge systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.

Advanced Sprinkler Fitting Tradesperson Level 2 (125%)

An Advanced Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed 12 appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

An Advanced Sprinkler Fitting Tradesperson Level 2 works above and beyond an Advanced Sprinkler Fitting Tradesperson Level 1 and to the level of their training.

Indicative tasks which an Employee at this level may perform include:

- undertake quality control and work organisation at a level higher than for Advanced Sprinkler Fitting Tradesperson Level 1.
- provide trade guidance and assistance as part of a work team.
- assist in the provision of training to Employees in conjunction with supervisors/ trainers.
- perform maintenance planning and predictive maintenance work within their field of work.
- prepare reports of a technical nature on specific tasks or assignments as directed; and
- exercise broad discretion within the scope of this level.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and posttrade Training to enable the Employee to perform the particular task:

- use information from plans to identify, diagnose and solve problems related to their sphere of work;
- be able to identify any deviations from plans and sketches;
- schedule and plan work for a team and provide brief reports on the progress and quality of the work;
- exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, CO2 systems, deluge

systems, pumps and pump control systems, hydrant systems, hose reels, combined systems or explosive suppressive systems; and

- exercising diagnostic skill in respect to various systems in fire protection.

Lagging

Workers engaged in Lagging work (as defined) will be paid the corresponding relativity pay rate prescribed in the Plumbing and Mechanical Services Rates of Pay table in Part 3, division 2 of this policy.

Lagging New Entrant/ Assistant (75%)

An employee who does not meet the requirements of any other classification.

Lagger Class B (85%)

Is a worker who has completed 12 months within the industry and can carry out two of the below work classes with limited supervision and be credited with and carry out two of the above work classes.

- External insulation
- Internal insulation
- Chilled water insulation
- Acoustic insulation.

Lagger Class C (88%)

Is a worker who can carry out all of the following work classes with limited supervision:

- External insulation
- Internal insulation
- Chilled water insulation
- Acoustic insulation

Lagger Class D (92%)

Is an employee who has 12+ months experience and who can carry out all of the above.

Tradesperson, Lagger, Sheet Metal Worker (100%)

Is an employee who can carry out and is accredited in all of the above work classes and manufactures and fits sheathing.

Adult Apprentices

Adult apprentices are apprentices who commence their apprenticeship at the age of 21 years or older. Adult apprentices engaged under any of the classifications set out in this Division will be paid a minimum rate equal to the rate of pay for a third-year apprentice, for the first three years of the apprenticeship.

Apprentices: Plumber Competencies

For those plumbing apprentices that commence their employment during the life of this Policy, they will have successfully gained the following nominated training outcomes in conjunction with the four-year term of their apprenticeship;

- General Induction for Construction
- Plumbers and Drainers Licence

Senior First Aid

- Backflow Accreditation
- TMV Accreditation
- Scissor Lift and over 11 metre EWP Accreditation
- Manual Handling Awareness
- Confined Space.

DIVISION 2 – RATES OF PAY

Plumbing and Mechanical Services Rates of Pay

Date From	EA Start	1 Jul 23	1 Jul 24	1 Jul 25	1 Jul 26	1 Jul 27
Percentage Increase (%)		**5%**	**5%**	**5%**	**5%**	**5%**
Plumbing and Mechanical Services Sheet Metal Worker (55%)	$29.00	$30.45	$31.97	$33.57	$35.25	$37.01
Plumbing and Mechanical Services Sheet Metal Worker (75%)	$39.56	$41.54	$43.61	$45.80	$48.09	$50.49
Plumbing and Mechanical Services Worker Level 2(a) (85%)	$44.82	$47.06	$49.41	$51.88	$54.48	$57.20
Plumbing and Mechanical Services Worker Level 2(b) (88%)	$46.41	$48.73	$51.17	$53.73	$56.41	$59.23
Plumbing and Mechanical Services Worker Level 2(c) (90%)	$47.47	$49.84	$52.34	$54.95	$57.70	$60.59
Plumbing and Mechanical Services Worker Level 2(d) (92%)	$48.72	$51.16	$53.71	$56.40	$59.22	$62.18
Plumbing and Mechanical Services Worker Level 2 (100%)	$52.74	$55.38	$58.15	$61.05	$64.11	$67.31
Plumbing and Mechanical Services Tradesperson Level 1 (100%)	$52.74	$55.38	$58.15	$61.05	$64.11	$67.31
Plumbing and Mechanical Services Tradesperson Level 2 (105%)	$55.43	$58.20	$61.11	$64.17	$67.38	$70.74

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Date From	EA Start	1 Jul 23	1 Jul 24	1 Jul 25	1 Jul 26	1 Jul 27
Plumbing and Mechanical Services – Special Class Level 1 (110%)	$58.00	$60.90	$63.95	$67.14	$70.50	$74.02
Plumbing and Mechanical Services – Special Class Level 2 (115%)	$60.61	$63.64	$66.82	$70.16	$73.67	$77.36
Advanced Plumbing and Mechanical Services Tradesperson (120%)	$63.27	$66.43	$69.76	$73.24	$76.91	$80.75
Advanced Plumbing and Mechanical Services Tradesperson (125%)	$65.88	$69.17	$72.63	$76.26	$80.08	$84.08
Apprentices						
1st Year	$16.97	$17.82	$18.71	$19.64	$20.63	$21.66
2nd Year	$22.14	$23.25	$24.41	$25.63	$26.91	$28.26
3rd Year	$29.38	$30.85	$32.39	$34.01	$35.71	$37.50
4th Year	$34.77	$36.51	$38.33	$40.25	$42.26	$44.38
Mature Age 1st Year	$25.31	$26.58	$27.90	$29.30	$30.76	$32.30
Mature Age 2nd Year	$25.57	$26.85	$28.19	$29.60	$31.08	$32.63
Mature Age 3rd Year	$29.38	$30.85	$32.39	$34.01	$35.71	$37.50
Mature Age 4th Year	$34.77	$36.51	$38.33	$40.25	$42.26	$44.38
Apprentices – Trade Qualified						
1st Year (incl. Mature Age)	$31.42	$32.99	$33.01	$33.84	$34.68	$35.55
2nd Year (incl. Mature Age)	$33.13	$33.96	$34.81	$35.68	$36.57	$37.48
3rd Year (incl. Mature Age)	$34.85	$35.72	$36.61	$37.53	$38.47	$39.43
4th Year (incl. Mature Age)	$36.58	$37.49	$38.43	$39.39	$40.38	$41.39

Sprinkler Fitter Rates of Pay

Date From	EA Start	1 Jul 23	1 Jul 24	1 Jul 25	1 Jul 26	1 Jul 27
% Increase		**5%**	**5%**	**5%**	**5%**	**5%**
Sprinkler Fitter Assistant (86.29%)	$47.18	$49.54	$52.02	$54.62	$57.35	$60.21
Sprinkler Fitting Tradesperson Level 2 (105%)	$55.30	$58.07	$60.97	$64.02	$67.22	$70.58
Sprinkler Fitting Tradesperson – Special Class Level 1 (110%)	$57.86	$60.75	$63.79	$66.98	$70.33	$73.85
Sprinkler Fitting Tradesperson – Special Class Level 2 (115%)	$60.46	$63.48	$66.66	$69.99	$73.49	$77.16
Advanced Sprinkler Fitting Tradesperson – Level 1 (120%)	$63.11	$66.27	$69.58	$73.06	$76.71	$80.55

Advanced Sprinkler Fitting Tradesperson – Level 2 (125%)	$65.72	$69.01	$72.46	$76.08	$79.88	$83.88
Apprentices						
1st Year	$21.58	$22.66	$23.79	$24.98	$26.23	$27.54
2nd Year	$23.74	$24.93	$26.17	$27.48	$28.86	$30.30
1st & 2nd Year Adult Apprentice	$28.21	$29.62	$31.10	$32.66	$34.29	$36.00
3rd Year (incl. Adult Apprentice)	$32.32	$33.94	$35.63	$37.41	$39.29	$41.25
4th Year (incl. Adult Apprentice)	$38.85	$40.79	$42.83	$44.97	$47.22	$49.58
Apprentices – Trade Qualified						
1st Year (incl. Adult Apprentice)	$31.34	$32.91	$34.55	$36.28	$38.09	$40.00
2nd Year	$33.05	$34.70	$36.44	$38.26	$40.17	$42.18
2nd Year Adult Apprentice	$33.11	$34.77	$36.50	$38.33	$40.25	$42.26
3rd Year (incl. Adult Apprentice)	$34.76	$36.50	$38.32	$40.24	$42.25	$44.36
4th Year (incl. Adult Apprentice)	$38.85	$40.79	$42.83	$44.97	$47.22	$49.58

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Roofing Rates of Pay

Date From	EA Start	1 Jul 23	1 Jul 24	1 Jul 25	1 Jul 26	1 Jul 27
Percentage Increase (%)		**5%**	**5%**	**5%**	**5%**	**5%**
Roof Plumber (75% 1st 12 months of employment only)	$35.57	$37.35	$39.22	$41.18	$43.24	$45.40
Roof Plumber (80% competent to trade level)	$37.93	$39.83	$41.82	$43.91	$46.10	$48.41
Roof Plumber (100% fully competent to trade level)	$47.42	$49.79	$52.28	$54.89	$57.64	$60.52
Roof Plumber (105% possessing relevant Certificate III trade qual)	$49.80	$52.29	$54.90	$57.65	$60.53	$63.56
Apprentices						
1st Year (40%)	$18.97	$19.92	$20.91	$21.96	$23.06	$24.21
2nd Year (60%)	$28.46	$29.88	$31.38	$32.95	$34.59	$36.32
3rd Year (80%)	$37.93	$39.83	$41.82	$43.91	$46.10	$48.41
Mature Age Apprentices						
1st Year & 2nd Year	$28.46	$29.88	$31.38	$32.95	$34.59	$36.32
3rd Year	$37.93	$39.83	$41.82	$43.91	$46.10	$48.41

DIVISION 3 – Allowances

ALLOWANCE TITLE	From Commencement	From 1/7/2023	From 1/7/2024	From 1/7/2025	From 1/7/2026	From 1/7/2027
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
Certificate allowance	$0.99	$1.04	$1.09	$1.15	$1.20	$1.26
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
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

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ALLOWANCE TITLE	From Commencement	From 1/7/2023	From 1/7/2024	From 1/7/2025	From 1/7/2026	From 1/7/2027
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
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
Power Tools	$0.99	$1.04	$1.09	$1.15	$1.20	$1.26
Tool Allowance: Waterproofer Plumber, Licensed Drainer, Sprinkler fitter, lager 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

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ALLOWANCE TITLE	From Commencement	From 1/7/2023	From 1/7/2024	From 1/7/2025	From 1/7/2026	From 1/7/2027
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
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
On Call Allowance (Per Week)	$133.39	$250.00	$262.50	$275.65	$289.41	$303.88

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DIVISION 4 - TOOL LIST

1 Pair 225mm Footprints

1 Pair 250mm Stillsons

1 Pair 450mm Stillsons

1 Pair 250mm Vice Grips

1 Standard Screw Driver set (or equivalent)

1 Pair 225mm Multigrips

1 Pair 200mm Pincers

1 Pair Left Hand Wiss Snips

1 Pair Right Hand Wiss Snips

1 Pair Pop Rivet Pliers

1 Pair 15mm Copper Tube Benders

1 Set Allen Keys 1mm - 10mm

1 Set Tube Expanders 12mm - 25mm

1 Set Ratchet Socket Wrench 6mm - 25mm or

1 Set Open End/ Ring Spanners 6mm - 16mm

1 Cross Pein Hammer10 OZ

1 Claw Hammer 20 OZ

1 Trap or Spud Wrench

1 Lump Hammer 4 LB

1 Bevel Square 250mm

1 Set Square 300mm

1 Spirit Level 600mm

1 Brickies String Line

1 Chaulk-O-Matic

1 Plumbob 450gr

1 Mastic Gun

1 8 Metre Measuring Tape

1 Hand Wood Saw 660mm

1 PVC Conduit Cutters

1 WireBrush

1 Battery Drill with Battery and charger

1 13mm Cold Chisel

1 25mm Cold Chisel

1 Stanley Knife

1 Flint Gun

1 25mm Woodchisel

1 150mm Crescent Shifting Spanner

300mm Crescent Shifting Spanner

1 250mm Rasp & Handle

1 250mm Half Round File & Handle

1 Hacksaw (Sandvik 225)

1 Junior Hacksaw

1 Tube Cutter 3mm - 32 mm

1 Tapered Bent Pin

1 Pointing Trowel

1 Basin Spanner

1 Strap Wrench

1 Centre Punch

1 Prick Punch

1 Nail Bag

1 Tool Box or Carry All or equivalent

In addition to the above list (where applicable) the tool list for Drainers includes:

- 1 1200mm Level
- 1 30m Measuring Tape
- 1 Wood Float
- 1 Steel Float
- 1 Edging Tool

*The above Tool list is for Plumbing and Mechanical Services classifications only. Sprinkler Fitter classifications are not required to provide the tools listed.

PART 4 – ELECTRICAL WORKERS

83. SECTION A – CLASSIFICATIONS

Classifications

The percentage relativities referred to in Schedule 1 relate to percentages applying before the application of the first $8 arbitrated safety net adjustment made in accordance with the February and November 1994 Review of Wage Fixing Principles and payable under the November 1994 State Wage Case decision.

G1 - Electrical Worker Grade 1

(a) An Electrical Worker Grade 1 is a labourer not otherwise provided for in this Agreement, who is doing labouring work and employed as such.

G2 - Electrical Worker Grade 2 - 85% of Base Rate

(a) An Electrical Worker Grade 2 is an Employee who is engaged in assisting a tradesperson, provided that such assistance will not include the work of a tradesperson and

Without limiting the scope of the work, an Employee may perform unskilled tasks as directed to the level of their training;

is an Employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.

G3 - Electrical Worker Grade 3

(a) An Electrical Worker Grade 3 is an Employee who works under direction, may be required to perform the work of an Electrical Worker Grade 2 and without limiting the scope of the work the Employee may perform the work described below to the level of their training:

(i) is engaged in storework; or

(ii) is qualified and required to drive or operate the employer's machinery, plant or equipment incidental to their primary task or functions, including truck attendants; or

(iii) inspects and tests fire alarm or security alarm equipment; or

(iv) under the supervision of a tradesperson or electronics serviceperson;

1. installs radio, communications and related equipment including antenna; or
2. installs fire alarm or security alarm equipment; or
3. installs data and communication cabling

provided that this person will not undertake tasks requiring the skills of a tradesperson.

(b) Included in this Grade is the work of:

(i) Electronic Equipment Tester/Installer Level 1; and Purchasing clerk.

G4 - Electrical Worker Grade 4

An Electrical Worker Grade 4 is an Employee who:

(a) has worked for not less than one year in the industry, or holds the equivalent experience, and, without limiting the scope of the work, and to the level of their training, is an Employee who:

(i) performs scaffolding or rigging that is incidental to their primary task or functions (assisting a licensed electrical worker to perform electrical work); or

(ii) is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or

(iii) has worked for not less than one year as an Electrical Worker Grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson:

1. installs radio, communications and related equipment including antenna; or
2. installs fire alarm or security alarm equipment; or
3. installs, terminates and tests data, and communication cabling

(iv) Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical Worker and works without assistance and supervision.

(b) Provided that this person will not undertake tasks requiring the skills of a tradesperson.

Included in this grade is the work of:

(a) Purchasing Clerk/Storeperson;

(b) Electronic Equipment Tester/Installer Level 2; and

(c) Alarm security tester grade 2.

G5 - Electrical Worker Grade 5

An Electrical Worker Grade 5 is employed to use the skills acquired through the training specified below and is an Employee who;

(a) who holds a trade certificate or tradesperson's rights certificate in an electrical trade; or

(b) has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or

(c) has successfully completed an appropriate instrumentation trade course; or

(d) holds an appropriate electrical/refrigeration/air conditioning trade certificate; or

(e) has successfully completed an appropriate trade course in linework or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge.

Included in this grade is the work of:

- Electrical Fitter;
- Electrical Fitter (Instrumentation and Process Control);
- Electrical Mechanic;
- Alarm Security Technician Grade 1;
- Alarm Security Tester Grade 3;
- Television/radio/electronic Serviceperson/mechanic Level 1;
- Instrument Tradesperson Level 1;
- Refrigeration/Air-Conditioning Tradesperson Level 1; and
- Linesperson/Cable Jointer Level 1.

G6 - Electrical Worker Grade 6

An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition

(a) has successfully completed

(i) 33% of the qualification specified for Grade 7; or

(ii) equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the Agreement; or

(b) has acquired equivalent standard of skills as defined above as agreed between the parties to the Award through other means including a minimum of one years' experience as an Electrical Worker Grade 5.

(c) is employed to use the skills acquired through the training or experience specified.

Included in this grade is the work of:

(a) Electrical Tradesperson Level 2;

(b) Television/Radio/Electronic Serviceperson Level 2;

(c) Instrument Tradesperson Level 2;

(d) Refrigeration/Air-Conditioning Tradesperson Level 2;

(e) Linesperson/Cable Jointer Level 2; and

(f) Alarm/Security Technician Grade 2.

G7 - Electrical Worker Grade 7

An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who:

(a) has successfully completed a Post Trade Certificate or has acquired the same standard of skills through other means including a minimum of 2 years experience in the industry,

(b) is employed to use the skills acquired through the training and/or experience specified.

Included in this grade is the work of:

- Alarm/Security Technician Grade 3;
- Communications Tradesperson - Special Class;
- Electrical Linesperson - Live Line;
- Electrician Special Class;
- Electronic Serviceperson Grade 3;
- Instrument Tradesperson - Complex Systems;
- Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 3; and
- Television/Radio/Electronic Serviceperson Grade 3.

G8 - Electrical Worker Grade 8

An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who:

(a) has successfully completed a Post Trade Certificate or "X%" of an Advanced Certificate or its equivalent and in addition has not less than 2 years experience as an Electrical Worker Grade 7; and

(b) is employed to use the skills acquired through the training and/or experience specified.

Included in this grade is the work of:

- Electronic Tradesperson;
- Instrumentation and Controls Tradesperson;
- Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 4; and
- Installation Inspector. [see clause 1.6 - Definitions]

G9 - Electrical Worker Grade 9

An Electrical Worker Grade 9 is an Electrical Worker Grade 5 who:

(a) has successfully completed an appropriate Advanced Certificate or its formal equivalent; and

(b) is employed to use the skills acquired through the training and/or experience specified.

Included in this grade is the work of:

- Alarm/Security Technician Grade 4;

- Electronic Serviceperson Grade 4;
- Television/Radio/Electronic Serviceperson Grade 4; and
- Refrigeration/Air-Conditioning Tradesperson Level 4.

G10 - Electrical Worker Grade 10

An Electrical Worker Grade 10 is an Electrical Worker Grade 5 who:

(a) has successfully completed an appropriate Associate Diploma or its formal equivalent; and

(b) is employed to use the skills acquired through the training and/or experience specified.

Included in this grade is the work of:

- Electrical Tradesperson Level 5;
- Television/Radio/Electronic Serviceperson Grade 4;
- Electronic Serviceperson Level 5;
- Instrument Tradesperson Level 5; and
- Refrigeration/Air-Conditioning Tradesperson Level 5.

Classification Definitions

"**Alarm/Security Technician Grade 1**" means a tradesperson employed to carry out repairs and maintenance of alarm/control panels, detectors, pumps, fire suppression signs, bells and other associated equipment in the industry of fire-alarm servicing.

In the industry of security servicing, the tradesperson is employed in the field of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

"**Alarm/Security Technician Grade 2**" means an Alarm/Security Technician Class I who is engaged on complex or intricate circuitry or both, the performance of which requires the use of "Additional knowledge" as defined below.

Additional knowledge may be acquired through a minimum of 2 years on-the-job experience as a serviceperson, working on the company's installations and equipment.

"**Alarm/Security Technician Grade 3**" means an Alarm/Security Technician who:

(a) has not less than one year of experience as such and who has satisfactorily completed an appropriate electronics post trades course,

(b) has not less than 2 years' experience with the employer as such, and who possesses a thorough knowledge of the employer's company and processes and who is capable of servicing all the equipment associated with such company, and who is employed to maintain, test, modify services and/or repair complex and intricate electrical, electronic circuits or components, equipment, apparatus and/or devices used in industrial applications in the fire-alarm/security systems industry, and for which the

performance of such work requires a higher skill than required by a tradesperson employed on basic service work.

"**Alarm/Security Technician Grade 4**" means an Alarm/Security Technician Grade 3 who is engaged in applying their knowledge and skills to the tasks of repairing, maintaining, servicing, modifying, commissioning, fault finding and diagnosing various forms of systems which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Alarm/Security Technician Grade 4, a tradesperson must have at least 3 years on-the-job experience in electronic systems utilising integrated circuits, and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as an Alarm/Security Technician Grade 4, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in this definition.

(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

"**Alarm/Security Tester Grade 1**" means a person employed to inspect and test alarm/control panels, fire suppression equipment, detectors, signs, bells, pumps and associated equipment in the industry of fire-alarm servicing. In the industry of security servicing, the "Alarm/Security Tester" is employed to inspect and test in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external security lighting devices and associated equipment.

In addition to those duties, the "Alarm/Security Tester" is capable of preparing written reports on the conditions, suitability and requirement for the abovementioned equipment. The Tester will be able to accurately identify faults in systems and report them expeditiously as required, as well as prepare reports detailing all requirements for the testing of systems in their test run.

"**Alarm/Security Tester Grade 2**" means an "Alarm/Security Tester" capable of testing any electrical system including but not limited to halon, CO2, ansul, emergency lighting, evacuation systems, all fire detection and suppression systems and associated equipment. The Employee with minimal supervision and assistance will be able to interchange test runs and demonstrate the operation of systems to clients, insurers and appropriate personnel.

"**Alarm/Security Tester Grade 3**" means a person, or holder of industry recognised accreditation, which may be granted to persons who through industry experience, have gained the necessary skills, and are able to carry out all aspects of a Tester Grade 2 scope of work and are employed to carry out repairs and maintenance of alarm/control panels, detectors, fire suppression signs, bells and other ancillary associated equipment in the industry of fire alarm servicing, excluding authority provided power supplies or works on live side of isolating devices.

In the industry of security servicing, the person is employed in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

"**Communications Tradesperson - Special Class**" will mean a Radio Mechanic, Electrical Fitter or an Electrical Mechanic, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson, working mainly on such complex and/or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable: and

(b) having, by virtue of either the satisfactory completion of an appropriate post trade course in electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience referred to in clause 1.6.10(a), gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

"**Electrical Fitter**" will mean an Employee who is mainly employed in the workshops manufacturing, fitting, and repairing electrical instruments, machines, and apparatus. Electrical fitting in this definition will include armature and transformer winding, and people solely engaged in making and repairing instruments. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* will be recognised as proof of efficiency.

"**Electrical Fitter (Instrumentation and Process Control**)" means an Employee who is required to make and/or modify, test, install, adjust and repair, plant instrumentation involving process control equipment including instruments incorporating mechanical, pneumatic, hydraulic, electrical and electronic functions.

The legitimate possession of the appropriate certificate issued by the Electrical Licensing Board under the *Electricity Act 1994* will be recognised as proof of efficiency.

"**Electrical Labourer**" will mean an Employee, not otherwise provided for in this Agreement, who is doing work necessary for electrical work.

"**Electrical Linesperson**" will mean an Employee engaged in overhead construction and maintenance work, and running, fixing, connecting, and maintaining electrical conductors outside of buildings, or an Employee engaged in sapping poles, cutting chocks for arms, and fitting arms to poles while the poles are lying on the ground. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* will be recognised as proof of efficiency.

"**Electrical Linesperson - Live Line**" will mean an Electrical Linesperson as defined in this Agreement who is required to carry out "Live Line Work" as prescribed in the *Electricity Act 1994*.

Such Employee may perform "Live Line Work" while the Employee remains so authorised by the State Electricity Commission of Queensland in accordance with the said Act.

"**Electrical Mechanic**" will mean an Employee engaged in placing or affixing or running electrical conductors of all kinds and for all purposes from the point of supply to the point of utilisation, and also in the fixing inside of buildings and vehicles of all kinds of conduits and conductors. It will include the

erecting and connecting up of dynamos, motors, and switchboards, and the connecting up of all instruments and apparatus at the point of utilisation and supply for all purposes, including power, lighting, heating, and smelting, and safe working instruments, apparatus, telephones, bells, public address systems, wireless apparatus, meter fixing, connecting of meters, and the erection, overhauling and repairing of storage batteries and the assembling and renewing of finished parts, and the marking out and mounting of any switchboards, and the effecting of any repairs to electrical machines and appliances when it is necessary to carry out the work on the spot, or is incidental to such necessary work. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* will be recognised as proof of efficiency.

"**Electrical Storeperson**" will include an Employee responsible for storing, receiving and issuing tools, parts and testing equipment in or in connection with an electrical, including radio and television, workshop and/or depot, but will not include storepersons employed in any retail or wholesale establishment who receive, store or issue television, radio or electrical equipment and who are provided for in any other Agreement.

"**Electrical Tradesperson's Assistant**" will mean an Employee directly assisting a tradesperson.

"**Electronic Equipment Tester/Installer Grade 1**" means an Employee engaged on the alignment, installation and testing of radio, communications and related equipment, installing fire alarms and/or security alarm equipment, or installing data and communication cabling, including the locating of faults not requiring the skills of a tradesperson.

"**Electronic Equipment Tester/Installer Grade 2**" means an Employee who has had not less than one year at Level 1 or the equivalent experience. Provided that an Electronic Equipment Installer Level 2 will not undertake tasks requiring the skills of a tradesperson.

"**Electronic Serviceperson Grade 1**" means an adult Employee engaged on radio, communications and related equipment which requires the application of general trades experience gained through apprenticeship in that work.

"**Electronic Serviceperson Grade 2**" means an Electronic Serviceperson Grade 1 who has had not less than one year's experience as a tradesperson working in the radio communication industry.

"**Electronic Serviceperson Grade 3**" means an Electronic Serviceperson Grade 2 who is engaged on complex or intricate circuitry or both, the purpose of which work requires the use of "additional knowledge" as herein defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson working on such complex or intricate circuitry work as will enable the tradesperson to perform such work unsupervised where necessary and practicable; and

(b) having by virtue of either the satisfactory completion of a prescribed post trades course in industrial electronics, radio or communications or the achievement of a comparable standard of knowledge by other means, including the on-the-job experience referred to in clause 1.6.26(a), gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

"**Electronic Serviceperson Grade 4**" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 3, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment, on which the tradesperson is required to carry out their tasks. To be classified as an Electronic Serviceperson, Grade 4, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as Electronic Serviceperson, Grade 4, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry using diagrams and test equipment.

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in this definition.

(d) Preparing reports of a technical nature on specific tasks or assignments, as directed, and within the scope of the work as described in this definition.

"**Electronic Serviceperson Grade 5**" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 4, who in addition to the requirements of the Electronic Serviceperson Grade 4, must have one further years on-the-job experience as a tradesperson working on electronic systems, but who in addition is required to maintain and repair multi-function printed circuitry using circuit diagrams and test equipment.

To be classified as an Electronics Serviceperson, Grade 5, a tradesperson must be engaged in applying their skills and knowledge to the tasks of designing, modifying, testing and diagnosing complex electronic systems related to radio and communications equipment.

"**Electronics Tradesperson**" means an electrical tradesperson working at a level beyond Electrician Special Class and who is mainly engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the system and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronics Tradesperson a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part time study.

In addition, to be classified as an electronics tradesperson a tradesperson must be required, as part of their duties, to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment.

(b) Work under minimum supervision and technical guidance.

(c) Provide technical guidance to other tradespersons or to management within the scope of the work described in this definition; and/or

(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

"**Fire-alarm Systems**" means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.

"**Installation Inspector**" will mean an Electrical Mechanic who is employed by an Electrical Contractor or company which is principally engaged in providing independent installation inspections and who is qualified within the terms of the *Electricity Act 1994*, to act as an Installation Inspector and is employed as such. An Installation Inspector must have the following qualifications:

(a) Possess a certificate of competency as an Electrical Mechanic

(b) Has successfully completed a course conducted by the Department of Employment Vocational Education and Training at a TAFE College or approved skill centre comprising the following subjects:

(i) AEL 223 - Electrical Installation Work.

(ii) AEL 226 - Electrical Practices and Responsibilities.

(iii) AEL 122 - Electrical Installation Testing.

(c) Has at least 3 years recent experience in the Electrical Contracting Industry as an Electrical Mechanic or has at least 3 years recent experience as an Installation Inspector with an Electricity Authority in Queensland.

"**Instrument Tradesperson**" means a tradesperson who is mainly engaged in installing, (including the installing of inter connecting instrumentation wiring, not prohibited by the *Electricity Act 1994* or hydraulic or pneumatic instrumentation tubing), repairing, maintaining, and servicing industrial instruments and control systems, including instruments and systems utilising integrated circuits.

An Instrument Tradesperson will have completed an apprenticeship, the greater part of which involved industrial instrumentation, or alternatively can demonstrate a knowledge and understanding of industrial instrumentation and can apply that knowledge and understanding to the tasks assigned by their employer. The required knowledge and understanding would have been gained by undertaking a formal training course run by a State Education Department or Technical Education Department or its equivalent or by at least 12 months on the job experience as a tradesperson at instrument work

"**Instrument Tradesperson - Complex Systems**" means an instrument tradesperson who is mainly engaged in installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles, including work on complex digital and/or analogue control systems utilising integrated circuits.

To be classified as an Instrument Tradesperson - Complex Systems, a tradesperson will have:

(a) had a minimum of 2 years on the job experience as a tradesperson working predominantly on complex and/or intricate instruments and instrument systems, as

will enable them to perform such work under minimum supervision and technical guidance; and

(b) satisfactorily completed an appropriate post trade course equivalent to at least 2 years part time study or has achieved to the satisfaction of the employer, a comparable standard of skill and knowledge by other means including in-house training or on the job experience referred to in (a) above.

"**Instrumentation and Controls Tradesperson**" means an instrument tradesperson working mainly at a level beyond that of instrument tradesperson - complex systems and who is mainly engaged in applying their skills and knowledge to installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding industrial instruments which make up a complex control system which utilises some combination of electrical, mechanical, hydraulic and pneumatic principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.

The application of this skill and knowledge would require an overall understanding of the operating mode or principles of the various types of measurement and control devices on which the tradesperson is required to perform their tasks. To be classified as an Instrumentation and Controls Tradesperson, a tradesperson must have at least 3 years relevant on the job experience as a tradesperson - 12 months of which must be at the level of "Instrument Tradesperson - Complex Systems" and in addition must have satisfactorily completed a related post-trades course equivalent to at least 2 years part time study.

In addition, to be classified as an Instrumentation and Controls Tradesperson, a tradesperson must be required as part of their duties to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment:

(b) Work under minimum supervision and technical guidance:

(c) Provide technical guidance to other tradespeople or to management within the scope of the work described in this definition; and/or

(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

"**Jointer**" will mean an Employee who is employed in jointing cables or sweating on lugs in connection with the installing and maintenance of underground or overhead distributing systems, and the running of feeders, mains and services up to the main fuse in consumers' premises. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Workers and Contractors' Board under the *Electricity Act 1994* will be recognised as proof of efficiency.

"**Journeyperson**" will mean an Electrical Fitter, Electrical Mechanic, electrical Jointer, Electrical Linesperson, electrician in charge, shift electrician, Radio Mechanic or television mechanic.

"**Lines Clearance Operator**" means an adult who is employed on the clearance of vegetation in the vicinity of overhead power distribution lines.

"**Purchasing Clerk**" means an Employee who initiates orders for electrical materials, receives and issues materials and provides reports on the cost of materials for the preparation of tender documents and job cards.

In addition to these duties, the Purchasing Clerk may conduct sale of materials and equipment to the Public or to the Trade.

“**Radio Mechanic**" will mean an Employee who is mainly employed to assemble and/or repair, and/or service, and/or install, and/or test radio receivers, and/or public address systems.

"**Refrigeration Mechanic or Serviceperson Grade I**" means a tradesperson employed to carry out installation, repairs, and routine maintenance of domestic, commercial and industrial refrigeration and air conditioning systems.

“**Refrigeration Mechanic or Serviceperson Grade 2**" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than one years experience as a tradesperson engaged on complex or intricate circuitry or both.

"**Refrigeration Mechanic or Serviceperson Grade 3**" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than 2 years experience as a tradesperson, and possesses a sound working knowledge of refrigeration and air conditioning, electrical control systems to enable the Employee to service, diagnose faults and repair domestic, commercial and industrial refrigeration, air conditioning systems under limited technical supervision.

In addition, to be classified as a Refrigeration Mechanic Grade III, the Employee must demonstrate sufficient working knowledge of electronic controls as applied to refrigeration and air conditioning systems to enable the Employee to identify faulty modules.

"**Refrigeration Mechanic or Serviceperson Grade 4**" means Refrigeration Mechanic or Serviceperson Grade I, who has had not less than 3 years experience on-the-job as a tradesperson and possesses a sound working knowledge of refrigeration and air conditioning electrical and electronic systems as to enable the Employee to commission, service, diagnose faults and repair domestic, commercial and industrial refrigeration and air conditioning systems.

To be classified as a Refrigeration Mechanic Grade IV, the Employee must have satisfactorily completed a 2 year post trade course in Industrial Electronics.

In addition, to be classified as a Refrigeration Mechanic or Serviceperson Grade IV, a tradesperson may be required to carry out the following duties:

(a) Maintain and repair multi-function printed circuits using circuit diagrams and appropriate test equipment;

(b) Work under minimum supervision and technical guidance;

(c) Provide technical guidance within the scope of the work described in this definition; and

(d) Prepare reports of a technical nature on specific tasks or assignments as directed within the scope of the work described in this definition.

“**Security Alarm Systems**" means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic or acoustic equipment or device, or any combination thereof which includes any intruder alarm systems incorporating closed circuit television, video or photographic systems, electronic, electro-mechanic access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or Governmental purpose.

"**Television Antenna Installer/Erector**" means an adult Employee engaged in erecting and/or installing television and other electronic impulse transmitting and/or receiving antennae.

"Television/Radio/Electronic Equipment Serviceperson Grade I" means an adult who has completed an appropriate trades course or who has achieved an equivalent standard of skill and knowledge, and who is engaged on routine servicing work which requires no more than the application of the general trade experience gained through apprenticeship or equivalent training on-the-job.

"**Television/Radio/Electronic Equipment Serviceperson Grade 2**" means a Television/Radio/Electronic Equipment Serviceperson Grade I who has had not less than one years experience, as a tradesperson, working on visual and/or sound receiving, recording and/or reproduction devices and associated equipment and associated electronics products.

"**Television/Radio/Electronic Equipment Serviceperson Grade 3**" means a Television/Radio/Electronic Equipment Serviceperson Grade II who has completed an appropriate trade course which includes instruction in electronic products and who has achieved an equivalent standard of skill and knowledge through 2 years experience in the industry or through a special course of tuition, and is required to diagnose and rectify faults in electronics equipment and/or similar apparatus.

"**Television/Radio/Electronic Equipment Serviceperson Grade 4**" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Serviceperson Grade III, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing modifying, commissioning, testing, fault finding and diagnosis of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits, and in addition, must have satisfactorily completed a post trades course in electronics to at least 2 years part-time study.

In addition, to be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry, using circuit diagrams and test equipment

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in the definition.

(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.45 **"Television/Radio/Electronic Equipment Serviceperson Grade 5**" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Equipment Serviceperson Grade IV who, in addition to the requirements of the Television/Radio/Electronic Equipment Serviceperson Grade IV, must have one additional year on-the-job experience as a tradesperson working on electronic systems, but, who in addition, is required to maintain and repair multi-function printed circuitry using diagrams and test equipment.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Class V, a tradesperson must be engaged in applying their skills and knowledge to the tasks of design, modifying, testing and diagnosis of complex electronic systems related to radio and communications equipment.

"**Television Mechanic**" will mean an Employee who is mainly employed to assemble and/or repair and/or service and/or test television receiving sets and/or parts.

"**Truck Attendant**" will mean an Employee who is part of a gang which performs electrical work and who during the course of their work, assisting electrical Journeypersons, is required as a minor part of their duties to drive vehicles under 6 tonnes used in connection with the work of the gang.

SKILL STREAMS

The Agreement provides a career path in 5 broad skill streams within the electrical/electronic industry:

Stream One - Electrical (Construction/Service/Workshop)

(a) This includes all electrical work normally associated with the work of an Electrical Mechanic, Electrical Fitter, Electrician - Special Class and Electronic Tradesperson.

(b) It includes electronic work to the extent that Electrician - Special Class and Electronic Tradesperson undertake electronic work as defined.

Stream 2 - Electronic Service

(a) This includes the work described in clause 1.6 within the definitions of:

(i) Electronic Equipment Tester/Installer;

(ii) Television Antenna Installer/Erector;.

(iii) Alarm/Security Tester;

(iv) Electronics Serviceperson;

(v) Television/Radio/Electronic Serviceperson;

(vi) Alarm/Security Technician.

(b) The Electronic Service Stream will cover all types of electronic work not requiring the full range of skills and training of an electrical tradesperson. It includes, but is not limited to the following:

(i) computers, peripherals and other electronic equipment;

(ii) fire alarms, Security Alarm Systems and surveillance systems;

(iii) communications equipment and radio/television/public address systems.

Stream 3 - Instrumentation

This stream includes instrument and instrumentation work normally associated with the work of Instrument Tradespeople, Electrical/Instrument Tradespeople, Instrument Trades - Complex Systems and Instrumentation and Controls Tradespeople.

Stream 4 - Refrigeration/Air Conditioning

This stream includes work in or in connection with electrically operated refrigeration and air-conditioning, plant, equipment or systems.

Stream 5 - Lines/Cable Work (Power Distribution)

This stream includes all the work normally associated with the work of Linespersons and/or Cable Jointers and work in or in connection with, or incidental to the making, installation and maintenance of electrical distribution lines and systems.

84. SECTION B – WAGES

COMMERCIAL CONSTRUCTION ($20 MILLION to $100 MILLION) OTHER THAN SEQ DIVISION WAGE RATES										
Grade	On commencement		1/07/2024		1/07/2025		1/07/2026		1/07/2027	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Electrical Worker Grade 10	$2,846.81	$79.08	$2,989.15	$83.03	$3,138.61	$87.18	$3,295.54	$91.54	$3,460.32	$96.12
Electrical Worker Grade 9	$2,552.31	$70.90	$2,679.93	$74.44	$2,813.93	$78.16	$2,898.34	$80.51	$2,985.29	$82.92
Electrical Worker Grade 8	$2,454.15	$68.17	$2,576.86	$71.58	$2,705.70	$75.16	$2,840.98	$78.92	$2,983.03	$82.86
Electrical Worker Grade 7	$2,257.82	$62.72	$2,370.71	$65.85	$2,489.24	$69.15	$2,613.70	$72.60	$2,744.39	$76.23
Electrical Worker Grade 6	$2,061.48	$57.26	$2,164.56	$60.13	$2,272.79	$63.13	$2,386.43	$66.29	$2,505.75	$69.60
Foreman Rate Grade 2	$2,041.85	$56.72	$2,143.94	$59.55	$2,251.14	$62.53	$2,363.70	$65.66	$2,481.88	$68.94
Foreman Rate Grade 1	$2,022.22	$56.17	$2,123.33	$58.98	$2,229.50	$61.93	$2,340.97	$65.03	$2,458.02	$68.28
Electrical Worker Grade 5 LH	$2,002.58	$55.63	$2,102.71	$58.41	$2,207.85	$61.33	$2,318.24	$64.40	$2,434.15	$67.62
Electrical Worker Grade 5	**$1,761.48**	**$48.93**	**$1,849.56**	**$51.38**	**$1,942.04**	**$53.95**	**$2,039.14**	**$56.64**	**$2,141.10**	**$59.47**
Electrical Fitter	$1,924.05	$53.45	$2,020.25	$56.12	$2,121.27	$58.92	$2,227.33	$61.87	$2,338.70	$64.96
Communication Technician	$1,884.79	$52.36	$1,979.02	$54.97	$2,077.98	$57.72	$2,181.87	$60.61	$2,290.97	$63.64
Electrical Worker Grade 4	$1,865.15	$51.81	$1,958.41	$54.40	$2,056.33	$57.12	$2,159.15	$59.98	$2,267.10	$62.98
Electrical Worker Grade 3	$1,766.99	$49.08	$1,855.34	$51.54	$1,948.10	$54.11	$2,045.51	$56.82	$2,147.78	$59.66
Electrical Worker Grade 2	$1,668.82	$46.36	$1,752.26	$48.67	$1,839.87	$51.11	$1,931.87	$53.66	$2,028.46	$56.35
Electrical Worker Grade 1	$1,570.65	$43.63	$1,649.19	$45.81	$1,731.65	$48.10	$1,818.23	$50.51	$1,909.14	$53.03
Apprentices										
First Year	$622.17	$17.28	$653.27	$16.00	$685.94	$19.05	$720.23	$20.01	$756.25	$21.01
Second Year	$730.34	$20.29	$766.85	$18.78	$805.19	$22.37	$845.45	$23.48	$887.73	$24.66
Third Year	$878.97	$24.42	$922.92	$22.60	$969.07	$26.92	$1,017.52	$28.26	$1,068.40	$29.68
Fourth Year	$1,029.88	$28.61	$1,081.38	$26.48	$1,135.45	$31.54	$1,192.22	$33.12	$1,251.83	$34.77
Adult Apprentices										
First Year	$942.14	$26.17	$989.24	$27.48	$1,038.71	$28.85	$1,090.64	$30.30	$1,145.17	$31.81
Second Year	$1,004.54	$27.90	$1,054.77	$29.30	$1,107.51	$30.76	$1,162.88	$32.30	$1,221.03	$33.92
Third Year	$1,054.84	$29.30	$1,107.59	$30.77	$1,162.97	$32.30	$1,221.11	$33.92	$1,282.17	$35.62
Fourth Year	$1,130.49	$31.40	$1,187.01	$32.97	$1,246.36	$34.62	$1,308.68	$36.35	$1,374.11	$38.17
*These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.										

COMMERCIAL CONSTRUCTION WORK (SEQ) $50 MILLION OR MORE, COMMERCIAL CONSTRUCTION WORK (OUTISDE OF SEQ) $100 MILLION OR MORE, GLADSTONE AND ENGINEERING DIVISIONS - WAGE RATES										
Grade	On commencement		1/07/2024		1/07/2025		1/07/2026		1/07/2027	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Electrical Worker Grade 10	$2,831.65	$78.66	$2,973.23	$82.59	$3,121.89	$86.72	$3,277.99	$91.06	$3,441.89	$95.61
Electrical Worker Grade 9	$2,601.52	$72.26	$2,731.59	$75.88	$2,868.17	$79.67	$3,011.58	$83.66	$3,162.16	$87.84
Electrical Worker Grade 8	$2,524.55	$70.13	$2,650.78	$73.63	$2,783.32	$77.31	$2,922.48	$81.18	$3,068.61	$85.24
Electrical Worker Grade 7	$2,371.03	$65.86	$2,489.58	$69.16	$2,614.06	$72.61	$2,744.77	$76.24	$2,882.00	$80.06
Electrical Worker Grade 6	$2,288.19	$63.56	$2,402.60	$66.74	$2,522.73	$70.08	$2,648.87	$73.58	$2,781.31	$77.26
Foreman Rate Grade 2	$2,237.58	$62.16	$2,349.46	$65.26	$2,466.93	$68.53	$2,590.28	$71.95	$2,719.79	$75.55
Foreman Rate Grade 1	$2,190.01	$60.83	$2,299.51	$63.88	$2,414.49	$67.07	$2,535.21	$70.42	$2,661.97	$73.94
Electrical Worker Grade 5 LH	$2,144.26	$59.56	$2,251.47	$62.54	$2,364.05	$65.67	$2,482.25	$68.95	$2,606.36	$72.40
Electrical Worker Grade 5	**$2,094.86**	**$58.19**	**$2,199.60**	**$61.10**	**$2,309.58**	**$64.16**	**$2,425.06**	**$67.36**	**$2,546.31**	**$70.73**
Electrical Fitter	$2,044.57	$56.79	$2,146.80	$59.63	$2,254.14	$62.61	$2,366.84	$65.75	$2,485.18	$69.03
Communication Tradesperson	$1,987.99	$55.22	$2,087.39	$57.98	$2,191.76	$60.88	$2,301.34	$63.93	$2,416.41	$67.12
Electrical Worker Grade 4	$1,939.49	$53.87	$2,036.47	$56.57	$2,138.29	$59.40	$2,245.21	$62.37	$2,357.47	$65.49
Electrical Worker Grade 3	$1,837.41	$51.04	$1,929.28	$53.59	$2,025.75	$56.27	$2,127.03	$59.08	$2,233.39	$62.04
Electrical Worker Grade 2	$1,735.34	$48.20	$1,822.11	$50.61	$1,913.21	$53.14	$2,008.88	$55.80	$2,109.32	$58.59
Electrical Worker Grade 1	$1,633.25	$45.37	$1,714.91	$47.64	$1,800.66	$50.02	$1,890.69	$52.52	$1,985.22	$55.15
Apprentices										
First Year	$704.59	$19.57	$739.82	$20.55	$776.81	$21.58	$815.65	$22.66	$856.44	$23.79
Second Year	$968.82	$26.91	$1,017.27	$28.26	$1,068.13	$29.67	$1,121.54	$31.15	$1,177.61	$32.71
Third Year	$1,321.14	$36.70	$1,387.20	$38.53	$1,456.56	$40.46	$1,529.38	$42.48	$1,605.85	$44.61
Fourth Year	$1,585.34	$44.04	$1,664.60	$46.24	$1,747.83	$48.55	$1,835.22	$50.98	$1,926.99	$53.53
Adult Apprentices										
First Year	$1,321.14	$36.70	$1,387.20	$38.53	$1,456.56	$40.46	$1,529.38	$42.48	$1,605.85	$44.61
Second Year	$1,409.18	$39.14	$1,479.64	$41.10	$1,553.63	$43.16	$1,631.31	$45.31	$1,712.87	$47.58
Third Year	$1,479.65	$41.10	$1,553.63	$43.16	$1,631.31	$45.31	$1,712.88	$47.58	$1,798.52	$49.96
Fourth Year	$1,585.34	$44.04	$1,664.60	$46.24	$1,747.83	$48.55	$1,835.22	$50.98	$1,926.99	$53.53
					0					
*These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.										

COMMERCIAL CONSTRUCTION WORK DIVISION (SEQ) LESS THAN $50 MILLION - WAGE RATES										
Grade	On commencement		1/07/2024		1/07/2025		1/07/2026		1/07/2027	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Electrical Worker Grade 10	$2,756.02	$76.56	$2,893.83	$80.38	$3,038.52	$84.40	$3,190.44	$88.62	$3,349.97	$93.05
Electrical Worker Grade 9	$2,470.92	$68.64	$2,594.46	$72.07	$2,724.19	$75.67	$2,860.40	$79.46	$3,003.42	$83.43
Electrical Worker Grade 8	$2,375.88	$66.00	$2,494.68	$69.30	$2,619.41	$72.76	$2,750.38	$76.40	$2,887.90	$80.22
Electrical Worker Grade 7	$2,185.81	$60.72	$2,295.10	$63.75	$2,409.86	$66.94	$2,530.35	$70.29	$2,656.87	$73.80
Electrical Worker Grade 6	$1,995.74	$55.44	$2,095.53	$58.21	$2,200.31	$61.12	$2,310.32	$64.18	$2,425.84	$67.38
Foreman Rate Grade 2	$1,976.74	$54.91	$2,075.57	$57.65	$2,179.35	$60.54	$2,288.32	$63.56	$2,402.73	$66.74
Foreman Rate Grade 1	$1,957.73	$54.38	$2,055.61	$57.10	$2,158.40	$59.96	$2,266.31	$62.95	$2,379.63	$66.10
Electrical Worker Grade 5 LH	$1,938.72	$53.85	$2,035.66	$56.55	$2,137.44	$59.37	$2,244.31	$62.34	$2,356.53	$65.46
Electrical Worker Grade 5	**$1,705.31**	**$47.37**	**$1,790.58**	**$49.74**	**$1,880.10**	**$52.23**	**$1,974.11**	**$54.84**	**$2,072.81**	**$57.58**
Electrical Fitter	$1,862.69	$51.74	$1,955.83	$54.33	$2,053.62	$57.04	$2,156.30	$59.90	$2,264.11	$62.89
Communication Tradesperson	$1,824.68	$50.69	$1,915.91	$53.22	$2,011.71	$55.88	$2,112.29	$58.67	$2,217.91	$61.61
Electrical Worker Grade 4	$1,805.67	$50.16	$1,895.96	$52.67	$1,990.75	$55.30	$2,090.29	$58.06	$2,194.80	$60.97
Electrical Worker Grade 3	$1,710.64	$47.52	$1,796.17	$49.89	$1,885.98	$52.39	$1,980.28	$55.01	$2,079.29	$57.76
Electrical Worker Grade 2	$1,615.60	$44.88	$1,696.38	$47.12	$1,781.20	$49.48	$1,870.26	$51.95	$1,963.77	$54.55
Electrical Worker Grade 1	$1,520.57	$42.24	$1,596.59	$44.35	$1,676.42	$46.57	$1,760.24	$48.90	$1,848.26	$51.34
Apprentices										
First Year	$559.44	$17.28	$587.41	$16.00	$616.78	$16.45	$647.62	$17.99	$680.00	$18.89
Second Year	$657.00	$20.29	$689.85	$18.78	$724.34	$19.31	$760.56	$21.13	$798.59	$22.18
Third Year	$790.56	$24.42	$830.09	$22.60	$871.59	$23.24	$915.17	$25.42	$960.93	$26.69
Fourth Year	$926.28	$28.61	$972.59	$26.48	$1,021.22	$27.23	$1,072.28	$29.79	$1,125.90	$31.27
Adult Apprentices										
First Year	$847.44	$26.17	$889.81	$24.22	$934.30	$24.91	$981.02	$27.25	$1,030.07	$28.61
Second Year	$903.60	$27.90	$948.78	$25.83	$996.22	$26.56	$1,046.03	$29.06	$1,098.33	$30.51
Third Year	$948.96	$29.30	$996.41	$27.13	$1,046.23	$27.89	$1,098.54	$30.51	$1,153.47	$32.04
Fourth Year	$1,016.64	$31.40	$1,067.47	$29.07	$1,120.85	$29.89	$1,176.89	$32.69	$1,235.73	$34.33
		0								
*These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.										

QAL DIVISION WAGE RATES										
Grade	On commencement		1/07/2024		1/07/2025		1/07/2026		1/07/2027	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Electrical Worker Grade 10	$2,812.87	$78.14	$2,953.51	$82.04	$3,101.19	$86.14	$3,256.25	$90.45	$3,419.06	$94.97
Electrical Worker Grade 9	$2,607.71	$72.44	$2,738.10	$76.06	$2,875.00	$79.86	$3,018.75	$83.85	$3,169.69	$88.05
Electrical Worker Grade 8	$2,539.11	$70.53	$2,666.06	$74.06	$2,799.37	$77.76	$2,939.33	$81.65	$3,086.30	$85.73
Electrical Worker Grade 7	$2,402.24	$66.73	$2,522.35	$70.07	$2,648.47	$73.57	$2,780.89	$77.25	$2,919.93	$81.11
Electrical Worker Grade 6	$2,328.38	$64.68	$2,444.80	$67.91	$2,567.04	$71.31	$2,695.39	$74.87	$2,830.16	$78.62
Foreman Rate Grade 2	$2,439.79	$67.77	$2,561.78	$71.16	$2,689.87	$74.72	$2,824.36	$78.45	$2,965.58	$82.38
Foreman Rate Grade 1	$2,379.57	$66.10	$2,498.55	$69.40	$2,623.48	$72.87	$2,754.65	$76.52	$2,892.38	$80.34
Electrical Worker Grade 5 LH	$2,322.84	$64.52	$2,438.98	$67.75	$2,560.93	$71.14	$2,688.97	$74.69	$2,823.42	$78.43
Electrical Worker Grade 5	**$2,259.76**	**$62.77**	**$2,372.75**	**$65.91**	**$2,491.39**	**$69.21**	$2,615.96	**$72.67**	$2,746.76	**$76.30**
Electrical Fitter	$2,208.15	$61.34	$2,318.56	$64.40	$2,434.48	$67.62	$2,556.21	$71.01	$2,684.02	$74.56
Communication Trades person	$2,173.23	$60.37	$2,281.89	$63.39	$2,395.99	$66.56	$2,515.79	$69.88	$2,641.58	$73.38
Electrical Worker Grade 4	$2,083.08	$57.86	$2,187.23	$60.76	$2,296.60	$63.79	$2,411.43	$66.98	$2,532.00	$70.33
Electrical Worker Grade 3	$2,008.25	$55.78	$2,108.67	$58.57	$2,214.10	$61.50	$2,324.80	$64.58	$2,441.05	$67.81
Electrical Worker Grade 2	$1,939.64	$53.88	$2,036.62	$56.57	$2,138.45	$59.40	$2,245.37	$62.37	$2,357.64	$65.49
Electrical Worker Grade 1	$1,871.36	$51.98	$1,964.93	$54.58	$2,063.17	$57.31	$2,166.33	$60.18	$2,274.65	$63.18
			$0.00		$0.00		$0.00		$0.00	
Apprentices			$0.00		$0.00		$0.00		$0.00	
First Year	$955.79	$26.55	$1,003.58	$27.88	$1,053.76	$29.27	$1,106.45	$30.73	$1,161.77	$32.27
Second Year	$1,193.15	$33.14	$1,252.81	$34.80	$1,315.45	$36.54	$1,381.22	$38.37	$1,450.28	$40.29
Third Year	$1,509.62	$41.93	$1,585.10	$44.03	$1,664.36	$46.23	$1,747.58	$48.54	$1,834.96	$50.97
Fourth Year	$1,746.98	$48.53	$1,834.33	$50.95	$1,926.04	$53.50	$2,022.34	$56.18	$2,123.46	$58.99
Adult Apprentices										
First Year	$1,509.62	$41.93	$1,585.10	$44.03	$1,664.36	$46.23	$1,747.58	$48.54	$1,834.96	$50.97
Second Year	$1,588.74	$44.13	$1,668.18	$46.34	$1,751.59	$48.66	$1,839.17	$51.09	$1,931.12	$53.64
Third Year	$1,652.04	$45.89	$1,734.64	$48.18	$1,821.37	$50.59	$1,912.44	$53.12	$2,008.06	$55.78
Fourth Year	$1,746.98	$48.53	$1,834.33	$50.95	$1,926.04	$53.50	$2,022.34	$56.18	$2,123.46	$58.99
*These rates include Trades person, mobility, construction, Leading hand and Forepersons allowances where applicable.										

COAL WORK DIVISION WAGE RATES										
Grade	On commencement		1/07/2024		1/07/2025		1/07/2026		1/07/2027	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Electrical Worker Grade 10	$2,720.50	$77.73	$2,856.52	$81.61	$2,999.35	$85.70	$3,149.31	$89.98	$3,306.78	$94.48
Electrical Worker Grade 9	$2,515.34	$71.87	$2,641.11	$75.46	$2,773.16	$79.23	$2,911.82	$83.19	$3,057.41	$87.35
Electrical Worker Grade 8	$2,446.73	$69.91	$2,569.07	$73.40	$2,697.52	$77.07	$2,832.40	$80.93	$2,974.02	$84.97
Electrical Worker Grade 7	$2,309.86	$66.00	$2,425.36	$69.30	$2,546.62	$72.76	$2,673.96	$76.40	$2,807.65	$80.22
Electrical Worker Grade 6	$2,236.00	$63.89	$2,347.80	$67.08	$2,465.19	$70.43	$2,588.44	$73.96	$2,717.87	$77.65
Foreman Rate Grade 2	$2,347.42	$67.07	$2,464.79	$70.42	$2,588.03	$73.94	$2,717.43	$77.64	$2,853.30	$81.52
Foreman Rate Grade 1	$2,287.20	$65.35	$2,401.56	$68.62	$2,521.63	$72.05	$2,647.72	$75.65	$2,780.10	$79.43
Electrical Worker Grade 5 LH	$2,230.46	$63.73	$2,341.98	$66.91	$2,459.08	$70.26	$2,582.04	$73.77	$2,711.14	$77.46
Electrical Worker Grade 5	**$2,167.39**	**$61.93**	**$2,275.76**	**$65.02**	**$2,389.55**	**$68.27**	**$2,509.02**	**$71.69**	**$2,634.48**	**$75.27**
Electrical Fitter	$2,115.77	$60.45	$2,221.56	$63.47	$2,332.64	$66.65	$2,449.27	$69.98	$2,571.74	$73.48
Communication Trades person	$2,080.86	$59.45	$2,184.90	$62.43	$2,294.14	$65.55	$2,408.85	$68.82	$2,529.29	$72.27
Electrical Worker Grade 4	$1,990.71	$56.88	$2,090.24	$59.72	$2,194.75	$62.71	$2,304.49	$65.84	$2,419.72	$69.13
Electrical Worker Grade 3	$1,915.86	$54.74	$2,011.65	$57.48	$2,112.23	$60.35	$2,217.84	$63.37	$2,328.74	$66.54
Electrical Worker Grade 2	$1,847.26	$52.78	$1,939.63	$55.42	$2,036.61	$58.19	$2,138.44	$61.10	$2,245.36	$64.15
Electrical Worker Grade 1	$1,778.99	$50.83	$1,867.94	$53.37	$1,961.33	$56.04	$2,059.40	$58.84	$2,162.37	$61.78
Apprentices										
First Year	$876.10	$25.03	$919.90	$26.28	$965.90	$27.60	$1,014.19	$28.98	$1,064.90	$30.43
Second Year	$1,113.45	$31.81	$1,169.12	$33.40	$1,227.58	$35.07	$1,288.96	$36.83	$1,353.41	$38.67
Third Year	$1,429.92	$40.85	$1,501.42	$42.90	$1,576.49	$45.04	$1,655.32	$47.29	$1,738.08	$49.66
Fourth Year	$1,667.28	$47.64	$1,750.64	$50.02	$1,838.18	$52.52	$1,930.08	$55.15	$2,026.59	$57.90
Adult Apprentices										
First Year	$1,429.92	$40.85	$1,501.42	$42.90	$1,576.49	$45.04	$1,655.32	$47.29	$1,738.08	$49.66
Second Year	$1,509.04	$43.12	$1,584.50	$45.27	$1,663.72	$47.53	$1,746.91	$49.91	$1,834.25	$52.41
Third Year	$1,572.35	$44.92	$1,650.97	$47.17	$1,733.52	$49.53	$1,820.19	$52.01	$1,911.20	$54.61
Fourth Year	$1,667.28	$47.64	$1,750.64	$50.02	$1,838.18	$52.52	$1,930.08	$55.15	$2,026.59	$57.90
*These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.										

COMMERCIAL CONSTRUCTION (OTHER THAN SEQ) LESS THAN $20 MILLION DIVISION - WAGE RATES										
Grade	On commencement		1/07/2024		1/07/2025		1/07/2026		1/07/2027	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Electrical Worker Grade 10	$2,605.58	$72.38	$2,683.75	$74.55	$2,817.93	$78.28	$2,958.83	$82.19	$3,106.77	$86.30
Electrical Worker Grade 9	$2,336.04	$64.89	$2,406.12	$66.84	$2,526.42	$70.18	$2,652.74	$73.69	$2,785.38	$77.37
Electrical Worker Grade 8	$2,246.19	$62.39	$2,313.57	$64.27	$2,429.25	$67.48	$2,550.72	$70.85	$2,678.25	$74.40
Electrical Worker Grade 7	$2,066.49	$57.40	$2,128.49	$59.12	$2,234.91	$62.08	$2,346.66	$65.18	$2,463.99	$68.44
Electrical Worker Grade 6	$1,886.80	$52.41	$1,943.40	$53.98	$2,040.57	$56.68	$2,142.60	$59.52	$2,249.73	$62.49
Foreman Rate Grade 2	$1,868.83	$51.91	$1,924.89	$53.47	$2,021.14	$56.14	$2,122.20	$58.95	$2,228.30	$61.90
Foreman Rate Grade 1	$1,850.86	$51.41	$1,906.38	$52.96	$2,001.70	$55.60	$2,101.79	$58.38	$2,206.88	$61.30
Electrical Worker Grade 5 LH	$1,832.89	$50.91	$1,887.88	$52.44	$1,982.27	$55.06	$2,081.38	$57.82	$2,185.45	$60.71
Electrical Worker Grade 5	**$1,612.22**	**$44.78**	**$1,660.59**	**$46.13**	**$1,743.62**	**$48.43**	**$1,830.80**	**$50.86**	**$1,922.34**	**$53.40**
Electrical Fitter	$1,761.01	$48.92	$1,813.84	$50.38	$1,904.53	$52.90	$1,999.76	$55.55	$2,099.75	$58.33
Communication Technician	$1,725.07	$47.92	$1,776.82	$49.36	$1,865.67	$51.82	$1,958.95	$54.42	$2,056.90	$57.14
Electrical Worker Grade 4	$1,707.10	$47.42	$1,758.32	$48.84	$1,846.23	$51.28	$1,938.54	$53.85	$2,035.47	$56.54
Electrical Worker Grade 3	$1,617.26	$44.92	$1,665.77	$46.27	$1,749.06	$48.59	$1,836.51	$51.01	$1,928.34	$53.57
Electrical Worker Grade 2	$1,527.41	$42.43	$1,573.23	$43.70	$1,651.89	$45.89	$1,734.49	$48.18	$1,821.21	$50.59
Electrical Worker Grade 1	$1,437.56	$39.93	$1,480.69	$41.13	$1,554.72	$43.19	$1,632.46	$45.35	$1,714.08	$47.61
Apprentices										
First Year	$559.44	$17.28	$576.00	$16.00	$604.80	$16.45	$635.04	$17.64	$666.79	$18.52
Second Year	$657.00	$20.29	$676.08	$18.78	$709.88	$19.31	$745.38	$20.70	$782.65	$21.74
Third Year	$790.56	$24.42	$813.60	$22.60	$854.28	$23.24	$896.99	$24.92	$941.84	$26.16
Fourth Year	$926.28	$28.61	$953.28	$26.48	$1,000.94	$27.23	$1,050.99	$29.19	$1,103.54	$30.65
Adult Apprentices										
First Year	$847.44	$26.17	$871.92	$24.22	$915.52	$24.91	$961.29	$26.70	$1,009.36	$28.04
Second Year	$903.60	$27.90	$929.88	$25.83	$976.37	$26.56	$1,025.19	$28.48	$1,076.45	$29.90
Third Year	$948.96	$29.30	$976.68	$27.13	$1,025.51	$27.89	$1,076.79	$29.91	$1,130.63	$31.41
Fourth Year	$1,016.64	$31.40	$1,046.52	$29.07	$1,098.85	$29.89	$1,153.79	$32.05	$1,211.48	$33.65
*These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.										

85. SECTION C – TRAINING

COMMITMENT TO TRAINING

The parties to this Agreement recognise that in order to increase the efficiency and productivity of the Electrical Contracting Industry, a continuing commitment to training and skill development is required. Accordingly, the parties commit themselves to:

(a) developing a more suitably skilled and flexible workforce;

(b) providing Employees with career opportunities through appropriate training to acquire additional skills; and

(c) removing barriers to the utilisation of skills acquired.

Within 6 months of the approval of this agreement by the Fair Work Commission, a training committee will be established. That training committee will be constituted by equal numbers of Employer and Employee representatives and have a charter which clearly states its role and responsibilities, for example.

(a) formulation of a training programme and availability of training courses and career opportunities to Employees;

(b) dissemination of information on the training programme and availability of training courses and career opportunities to Employees;

(c) the recommending of individual Employees for training and reclassification;

(d) monitoring and advising management and Employees on the on-going effectiveness of the training.

Additional training

Where through a training committee and with the Employee concerned, it is agreed that the additional training in accordance with the programme developed should be undertaken by an Employee, that training may be undertaken either on or off the job:

Provided that if the training is undertaken during ordinary working hours the Employer concerned will not unreasonably withhold such paid training leave.

Where agreed additional training is undertaken by an Employee, any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the Employer's technical library) incurred in connection with the undertaking of training will be reimbursed by the Employer upon production of evidence of such expenditure:

Provided that reimbursement will also be on an annual basis subject to the presentation of reports of satisfactory progress.

Travel costs incurred by an Employee undertaking agreed additional training in accordance with this clause, which exceed those normally incurred travelling to and from work, will be reimbursed by the Employer.

SKILL DEVELOPMENT

The Company acknowledges the changing pace of technology in the construction/electrical contracting industry and the need for Employees to understand those changes and have the necessary skill requirements to keep the Company at the forefront of the industry.

The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:

(a) Developing a more highly skilled and flexible workforce.

(b) Providing Employees with career opportunities through appropriate training to acquire the additional skills as required by the Company.

Taking into account:

(a) the current and future skill needs of the Company;

(b) the size, structure and nature of the Company; and

(c) the need to develop vocational skills relevant to the Company and the Electrical Contracting Industry.

The Company is committed to developing and implementing skills formation opportunities for its workers covered by this Agreement.

Specific training will be given to all Employees who, through promotion or changing job roles, need training in specific areas. Training provided by the Company has traditionally been carried out during normal working hours.

The Company will pay for course fees and training time for Company required courses. Special courses requested by Employees will be assessed on a Company-needs basis. Suitable arrangements and provision of costs will then be determined. Out of hours training time for these courses will not be paid by the Company.

Where a course (such as a cabling course) has a licence requirement which is beneficial to the Company, the Company will pay for the course fee, manuals, materials, books and updates. Licence renewal will be the responsibility of the Employee.

QUALITY ASSURANCE

The parties endorse the underlying principles of the Company's quality management system, which seeks to ensure that its services are provided in a manner which best conforms to the requirements of the contract with its customer. This requires the Company to establish and maintain, implement, train and continuously improve its procedures and processes, and the Employees to follow the procedures, document their compliance and participate in the improvement process. In particular, this will require Employees to regularly and reliably fill out documentation and checklists to signify that work has been carried out in accordance with requirements. Where necessary, training will be provided in these activities.

CONSTRUCTION WIRING COURSE

Where the Employer is responsible for the installation of Construction wiring, such wiring will comply with the appropriate standards being AS:NZ/3012, AS:NZ/3000 AS/1680 & AS/2293.2.

On each site, the Employer will nominate electrician/s responsible for the Construction Wiring on each site.

Those nominated electrician/s responsible for Construction Wiring will attend and successfully complete that agreed accredited training course delivered by an accredited training provider.

The Employer will release relevant Employees during normal working hours without loss of pay to attend such training.

MULTISKILLING

It is a condition of this agreement that all Employees understand and accept that they may be required to undertake a variety of tasks, both skilled and semi-skilled (for example, welding brackets, painting brackets or carrying out some other task) which are not specifically within their trade provided the task is within the Employee's competencies. The work will be incidental to the primary duties of the Employee's classification.

The relevant National and State Industry Training Advisory Boards, covering the vocational areas of electro-technology (electrical and electronics), will have the responsibility, with the support of the industrial parties, for the development of training packages and accredited training products for endorsement by the Australian National Training Authority or the State Training Authorities and the provision of advice and assistance to the Australian National Training Authority and the State Training Authorities in respect of matters relating to training in the industries and callings covered by this Agreement including, but not limited to, the following:

(a) qualifications, units of competency and accredited training products;

(b) competency and other training and skills standards;

(c) industry endorsed training courses;

(d) underpinning knowledge and skills;

(e) on-the-job training guidelines.

TRAINING PAYMENTS

(a) The Company will make payments to Jetco Inc for the purposes of providing training funds for Employees for skills within the Queensland Electrical Contracting Industry ("the training contribution").

(b) The training contribution will be a total amount being the sum of $15 per pay period per Employee, inclusive of casuals but excluding apprentices, employed by the Company who have worked 19 hours or more in the pay period concerned.

(c) The parties agree that due to the important nature of apprentices development the Employer will contribute $10.00 a week to the JETCO training fund for each apprentice. Only apprentices who work more than 19 hours a week will qualify for this payment. (This payment does not entitle apprentices access to redundancy payments over and above those stated in the NES or in the specific circumstances as detailed in clause 3.6 of this agreement.)

(d) For the purposes of (b) all periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.

(e) The training contribution is in addition to the payments provided for in Appendix 1 under the heading "Redundancy".

(f) The training contribution is to be made to Jetco Inc on or before the 15th of each month.

(g) The maximum training contribution inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation will be $10 per pay period per Employee.

(h) No Employee will, pursuant to this clause, be entitled to receive any payment from the Company directly or indirectly, provided that Employees will be entitled, subject to Jetco Inc's agreement, to recover from Jetco Inc reimbursement of approved training costs.

JETCO

Jetco Inc's purpose is to advance the electrical trades sector through enabling innovative, needs based, leading edge solutions to training, industry leadership development, workplace health and safety, and Employee engagement particularly by enabling future orientated skills and competencies development. Jetco Inc's core business objectives are:

- increasing the electrical trades sector competency and professionalism;
- improving worker career opportunities and satisfaction; and
- building the sector's workforce of the future.

In addition to the amounts set out above, for Employees working on a Commercial Construction Work Site in SEQ, with a Total Construction Contract value of $50 million or more) the Employer agrees to support Jetco Inc by contributing for each such Employee, including casuals, apprentices, the weekly amount of $10 per week.

To avoid all doubt, this amount is paid in addition to ALL PAYMENTS set out above.

Contributions will continue to be paid on behalf of an Employee during any period of authorised leave.

Administrative Arrangements

The Company will, for administrative purposes only, remit the Redundancy Fund payment and the training payments referred to in this clause as one sum of money, and a receipt will be a sufficient receipt for determining compliance.

86. SECTION D – OTHER ALLOWANCES

Site Allowance

(a) *Commercial Construction Work Division -SEQ - $50 million or more, Commercial Construction Work Division (outside of SEQ over $100 million, Engineering Construction Work Divisions and Gladstone - Site Allowance Scale (Flat)*

All Employees who are working on a Commercial Construction Work Site in SEQ (with a Total Construction Contract value of $50 million or more), *Commercial Construction Work Division (outside of SEQ over $100 million), Engineering Construction Work Divisions or in Gladstone* will be paid the following Site Allowance.

The scale of hourly site allowance is:

Total Construction Contract Value in Millions of Dollars			Hourly Site Allowance
50	To	100	**$2.50**
100	To	200	**$3.50**
200	To	300	**$4.50**
300	To	400	**$5.00**
400	To	500	**$5.50**
500	To	600	**$6.00**
600	To	700	**$7.00**
700	To	800	**$8.00**
800	To	900	**$9.00**
900	To	$1bil	**$10.00**
$1bil and over			**$11.00**

(b) *Commercial Construction Work Division (other than SEQ - $20 million to $100 million)*

All Employees who are working on a Commercial Construction Work Site, in an area other than SEQ, with a Total Construction Contract value of between $20 million and $100 million) will be paid the following Site Allowance.

The scale of hourly site allowance is:

Total Construction Contract Value in Millions of Dollars			Site Allowance
20	To	100	**$2.50**

(c) *Commercial Construction Work Division, other than those set out (a) or (b) above:*

Where there is no specific contractual requirement for a site allowance, Employees will be paid the following site allowance as detailed in the Contract Value Scale below:

Electrical Contract Value	Hourly Site Allowance Scale
$100K-$200K	$0.50
$200K-$250K	$0.75
$250K-$500K	$0.90
$500K-$1 M	$1.00
OVER $1 M	$1.25

Conditions of payment

The allowance detailed above will be paid as a flat amount for each hour worked and will remain unaltered for the duration of the project.

The total construction contract value is the total cost of all works associated directly or indirectly with the construction project and is not limited to the contract value of the company.

The site allowance compensates for all special factors and/or disabilities on a project and is in lieu of the following special rates - confined space, wet work, dirty work, second hand timber and fumes.

The allowance is not subject to any premium or penalty and will compensate for all disabilities associated with that worksite.

Where there is no specific contractual requirement for a site allowance, Employees will be paid the following site allowance as detailed in the Contract Value Scale below:

Electrical Contract Value	Hourly Site Allowance Scale
$100K-$200K	$0.50
$200K-$250K	$0.75
$250K-$500K	$0.90
$500K-$1 M	$1.00
OVER $1 M	$1.25

Conditions of payment

The allowance detailed above will be paid as a flat amount for each hour worked and will remain unaltered for the duration of the project.

The total construction contract value is the total cost of all works associated directly or indirectly with the construction project and is not limited to the contract value of the company.

The site allowance compensates for all special factors and/or disabilities on a project and is in lieu of the following special rates - confined space, wet work, dirty work, second hand timber and fumes.

The allowance is not subject to any premium or penalty and will compensate for all disabilities associated with that worksite.

Height money

Employees, other than linespersons and their assistants, required to perform work at a height from 15.25 metres to 22.87 metres from the ground or low-water level or nearest horizontal plane will be paid in accordance with the table below the following payment per week extra.

From approval	From 1 July, 2024	From July 1 2025	From July 1 2026	From 1 July 2027
$17.67 per week	$18.55 per week	$19.47	$20.45	$21.47

Employees required to perform work at a height of over 22.87 metres from the ground or low-water level or nearest horizontal plane will be paid in accordance with the table below the following payment per week extra.

From approval	From 1 July, 2024	From 1 July 2025	From 1 July 2026	From 1 July 2027
$26.57 per week	$27.90 per week	$29.29 per week	$30.75 per week	$32.28

In addition to the payment of wages the following allowances will be paid. Where appropriate these allowances will form part of the ordinary weekly wage for all purposes of the agreement. (e.g. overtime, sick pay, annual leave, statutory holidays etc.).

Except where otherwise provided in this Agreement, all allowances will remain fixed for the duration of the Agreement.

Building construction work (All Purposes Allowance)

For the purposes of this agreement building construction work will be deemed to include all electrical work carried out during the construction of new buildings, the construction of additions to existing buildings and the necessary alterations to existing buildings to make them conform to any new additions and the demolition of buildings.

Emergency work

Employees called out on emergency work will be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, but they must return home within a reasonable time, and payment will be calculated accordingly, but such payment will not be less than 3 hours wages at ordinary rates.

First aid person

When an Employee, who holds an appropriate First Aid Certificate is appointed by the Employer as a First Aid Attendant they will be paid in accordance with the table below, in addition to their ordinary rates.

From approval of the Agreement	From 1 July 2024 and yearly thereafter
$18.62	An additional 5%

Leading hand

In addition to the wages prescribed by this Agreement, and in accordance with the wage rates set out in Appendix 1 of this agreement, Leading Hands will be paid an additional all-purpose allowance each week where these Employees are employed for not less than 36 hours per week inclusive of statutory holidays and an all-purpose daily rate when required to work less than 36 hours.

This additional payment will be paid for all purposes of the Agreement and will be regarded as part of the wage of the Employee concerned and will be taken into consideration in the computation of overtime, payment for annual leave, sick leave, statutory holidays, weekend work etc.

Foreperson

In addition to the wages prescribed by this Agreement, and in accordance with the wage rates set out in Appendix 1 of this agreement, Forepersons Grade 1 and Forepersons Grade 2 will be paid an additional all-purpose allowance each week.

This additional payment will be paid for all purposes of the Agreement and will be regarded as part of the wage of the Employee concerned and will be taken into consideration in the computation of overtime, payment for annual leave, sick leave, statutory holidays, weekend work etc

Live sewer work

Tradespersons and their assistants engaged on live sewer work will be paid at the rate of time and a half for such work.

For this purpose "live sewer work" will mean work carried out in situations where there is direct aerial connection with a sewer, through which sewerage is flowing. The term will include mechanical and electrical equipment installed in association with any such sewer or sewerage pumping station or treatment works, but will not apply to routine maintenance which does not require the dismantling of pumps etc. The term will also include a minimum payment of one hour for work on pumps after removal from a pumping station or treatment works for cleaning or stripping.

Where aerial connection with a sewer is blocked by a disc, plug, valve, water seal or other means, the live sewer rate will not apply.

Employees who are, on any day, required to carry out work in connection with the release of blockages in sewerage lines and connections thereto (including pumps) will be paid not less than 4 hours at time and a half during ordinary hours or at the appropriate rate for overtime. All times involved in travelling to and from such operations will be deemed to be time worked for this purpose:

Provided that clause 4.5.1 "Construction, Reconstruction, Alteration, Repair and/or Maintenance Work" will not apply when Employees are engaged on live sewer work.

Motor vehicles drawing trailers

Employees driving a motor vehicle to which a trailer is attached will be paid in addition to the rates prescribed herein the extra applicable amount set out hereunder:

(a) $1.89 per day when drawing a loaded single axle trailer.

(b) $1.05 per day when drawing an empty single axle trailer.

(c) $2.63 per day when drawing a loaded trailer with more than one axle.

(d) $1.37 per day when drawing an empty trailer with more than one axle:

Provided that:

(i) When in any day an Employee drives a motor vehicle drawing an empty and a loaded trailer they will be paid for that day the extra rate applicable for such loaded trailer.

(ii) Not more than one trailer will be attached and drawn at any one time.

(iii) The extra payment prescribed herein will not apply to Employees driving articulated vehicles or machinery floats and/or low loaders.

(iv) These allowances will apply only in respect of the drawing of trailers having a loading capacity in excess of .508 tonnes.

(v) The term "trailer" does not include caravans, compressors, concrete mixers, welding plants and road brooms.

For motor vehicles drawing caravans, compressors, concrete mixers or welding plants - An Employee driving a motor vehicle to which any of the following is attached. *viz*.: caravan, compressor, concrete mixer or welding plant, will be paid at the rate of 17c per hour or part thereof whilst so engaged, in addition to their rate of wages prescribed herein.

Multi-storey allowance

(a) A multi-storey allowance will be paid to compensate Employees, engaged on construction on-site, for the disabilities experienced in, and which are peculiar to the construction of multi-storey buildings.

(b) The increased multi-storey allowance will apply to all projects awarded after the agreement is made with the Employees.

(c) For the purpose of clause 4.5.10, a storey level means structurally completed floor, pillars or columns, and ceiling (not being false ceilings) of a building, and will include basement levels and mezzanine or similar levels (but excluding "half-floors" such as toilet blocks or store rooms located between floors).

(d) A multi-storey allowance in accordance with the table set out below will be payable to all Employees engaged on construction on-site where the Project is to exceed four storeys.

(e) The commencing point of measurement will be the lowest main floor (including basement floor levels but excluding lift walls and shafts of the building). "Floor level" means that state of construction which, in the completed building, would constitute the walking surface of the particular floor level referred to in the table of payment.

(f) Multi-storey Rate - For work on the construction of multi-storeyed buildings and on engineering construction sites, the following will apply:

	From commencement	1 July 2024	1 July 2025	1 July 2026	1 July 2027
From commencement of building to fifteenth (15) floor level	$1.45	$1.52	$1.60	$1.68	$1.76
From sixteenth (16) floor level to thirtieth (30) floor level	$1.72	$1.81	$1.90	$1.99	$2.09
From thirty-first (31) floor level to forty-fifth (45) floor level	$2.68	$2.81	$2.95	$3.10	$3.25
From forty-sixth (46) floor level to sixtieth (60) floor level	$3.47	$3.64	$3.82	$4.01	$4.21
From sixty-first (61) floor level onwards	$4.23	$4.44	$4.67	$4.90	$5.15

(a) The allowance payable at the highest point of the building will continue until completion of the building. Completion means the building is fully functional and all work which was part of the principal contract is complete

Provided that the exclusion of odd wall panels, sections or windows for the purpose of entrance or exit of materials or the anchoring of cranes, external lifting devices or scaffolding will not prevent the walls of a building being defined as completed.

Qualified Technical Person (QTP) Allowance

Any Electrical Mechanic who holds the qualifications eligible to be granted an Electrical Contractors' Licence, may be named as a QTP to an Electrical Contracting Company.

Where the QTP is required to fulfil the role of endorsee to the Electrical Contracting Company and sign the appropriate paperwork, an all-purpose rate payment of $250 per week.

The Employer will support the QTP in meeting their obligations under the Electrical Safety Act.

The QTP's role will include but not be limited to:

- Investigations of any near miss or incident involving electricity.
- Conduct random inspections of tradesman's work and oversee new tradesman work when they begin.
- Be involved with review and implementation of new testing and commissioning procedures and any other procedure that involves electricity.
- Setting up safe systems of work.

87. SECTION F – SALARY SACRIFICE

Upon written request by the Employee, the Company will provide salary sacrifice arrangements to Employees provided the salary sacrifice instruction is and remains lawful under legislation, is consistent with the requirements of the Australian Taxation Office and is limited to additional Employee contributions into superannuation and or income protection insurance to top up or increase benefit levels. All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

An Employee may request in writing a maximum of two variations to their salary sacrifice arrangements per year. These variations will be effective from the next contributing month. These contributions can be terminated immediately by the written request of the Employee.

Tool allowance

(a) Employees (other than Apprentices) who possess the minimum tool list as agreed, and supply and use their own tools in the course of their work, will be paid the weekly Tool Allowance applicable hereunder.

From approval of the Agreement	1 July 2024	1 July 2025	1 July 2026	1 July 2027
$40.00	$42.00	$44.10	$46.31	$48.63

Minimum Tool List:

- Tool Box and Lock
- 8 various screwdrivers (all insulated and two Philips head)
- Side Cutters/Knife
- Combination Pliers
- 2 Adjustable Wrenches, Small/Large
- Steel Rule/Steel Tape
- Spanners. (Metric). Set of 6 O/ring combination/full socket set
- Multi Grips/Vice Grips
- Hammer
- Cold Chisel
- Hand Crimping Tool. (Similar to Utilux SKU102-1)
- Full set of Allen keys
- Level
- Battery Operated Drill
- Gas Bottle (79kg)

- Hacksaw
- Conduit cutters
- Battery impact driver
- Needle Nose Pliers
- Plaster Saw
- Tin Snips
- Cable Strippers
- Test lamps

Variations to the above list may be agreed to between the parties.

All precision tools over 30 centimetres in length, files, and hacksaw blades, hand saws, heating appliances, stocks and dies, and pipe grips (over 25 centimetres in length) required in the fitting and repairs shop or in connection with work outside the shop will be provided by the Employer.

(a) An employer will either supply each apprentice with tools of trade of no less than $600 retail value or pay to each apprentice a tool allowance of $600 for each year of their apprenticeship, paid within 3 months of the commencement of each year of the apprenticeship.

(b) All Employees will be allowed such reasonable time as the Employer deems necessary during working hours on the last working day of each week to put their tools, benches and machines in order.

(c) Storage of Tools:

(i) Suitable accommodation will be provided for the preservation of the Employee's tools and clothing.

(d) An electrical worker, whilst engaged on a construction site where they are unable to arrange suitable free storage accommodation for their tools, will be provided with same by the Employer.

(e) Provided further that, where an Employee is absent from work because of illness or accident occurring during working hours, the Employer will ensure that the Employee's tools are either transported to the Employer's premises or are securely stored during their absence.

(f) Compensation for Loss of Tools:

(i) The Company is to provide a "tool list form" for completion by each Employee on commencement. This form may be adjusted from time to time when the Employee increases/decreases his tools.

Where the Company fails to provide the list as mentioned above the Company will be liable for all tools lost, as determined by the Employee affected.

(ii) Where tools are stored at a workplace

Tools stored at a workplace at the direction of the Company and which are lost due to flood, fire or by breaking and entering whilst securely stored in a lockup on major construction sites, a site shed, building or workshop must be replaced by the Company provided that:

(a) the list of those tools has been previously provided to the Company and agreed with by the Company as necessary for work at that workplace; and

(b) the loss is reported to the police.

(i) Where tools are stored in a Company vehicle

Tools stored in a Company vehicle at the Company direction and which are lost due to flood, fire or by breaking and entering or by the vehicle being stolen must be replaced by the Company provided that:

(a) the Employee has taken appropriate precautions to prevent the loss including locking the vehicle and any storage facilities on the vehicle; and

(b) the list of those tools has been previously provided to the Company and agreed with by the Company as necessary for work at that workplace; and

(c) the loss is reported to the police.

Tool replacement will be based upon the same (or equivalent) standard and type to those declared under (i)(A) and (ii)(B).

However, if the Employer has requested the Employee to supply a list of tools kept on the job and the Employee has not supplied such a list the Employer's liability will be limited to a maximum amount of $1000.

Tradespersons allowance

(a) People who hold an Electrical Mechanics Certificate issued by the Electrical Safety Office, or its equivalent, will be paid an additional all-purpose amount for each week of their employment. Such payment is in recognition of the additional responsibilities assumed by such Tradespersons, for testing and connecting their own work, in accordance with the relevant electrical safety legislation.

(b) This Allowance is payable for all purposes of the Agreement and is included in the wage rates set out in Appendix 1 of the agreement.

Underground work

Employees provided for in this Agreement who are employed at or in connection with mines, will be paid, for working underground, 12 per cent more than the rate as specified in clause 4.1 (Wages).

PPE Allowance

Employees will be paid a PPE allowance for wearing mud boots, respirators and disposable protective suits. The allowance will be $1.70 per hour indexed in line with the yearly increases to other allowances.

Asbestos Allowance

Employees will be paid an Asbestos Allowance for working with asbestos. This allowance will be paid in addition to the PPE allowance where applicable. The allowance will be $1.70 per hour indexed in line with the yearly increases to other allowances.

Tunnelling Allowance

A flat tunnel allowance of $40.00 per day will be paid to all Employees who complete a minimum of an eight (8) hour shift where the Employee is required to work underground. This allowance shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.

Technology Allowance

Where the Employer requests and the Employee agrees, an Employee may use their own technology (e.g., mobile phone or tablet), and be paid a weekly technology allowance of $100.00 per week.

88. SECTION E – REDUNDANCY

Redundancy/Training

DEFINITIONS

(a) For the purposes of this clause and clauses 4.6B, 4.6C and 4.6D:

"**Authorised leave**" will include periods away from work on:

(i) Annual leave;

(ii) Paid personal leave;

(iii) Compassionate leave;

(iv) Public holidays;

(v) Long service leave;

(vi) Parental leave;

(vii) Income protection;

(viii) Rostered days off;

(ix) WorkCover;

(x) Any leave which is paid for by the Employer;

(xi) Any leave pursuant to this Agreement, other than unpaid leave as provided in clause 6.10, where the period of continuous unpaid leave is greater than 20 days taken at one time; and

(xii) Any leave pursuant to the National Employment Standard, as set out in the Act, but will not include any periods of continuous unpaid leave (and so that there can be no doubt continuous unpaid leave is a form of leave which does not fall into one of the categories set out as (i) to (xiii)) greater than 20 days leave taken at one time.

"**Date of Certification**" means the date of certification of this Agreement.

"**Division**" means one of the following:

(i) Commercial Construction Division (SEQ);

(ii) Commercial Construction Work Division (other than SEQ);

(iii) Workshop Division;

(iv) Service Division;

(v) Gladstone Division;

(vi) Coal Industry Division;

(vii) Engineering Division.

if such division is contained as one of the appendices to this Agreement.

"**Redundancy**" for the purposes of this clause means where the Company no longer requires the work which the Employee has been performing to be performed by anyone and this leads to termination of employment, but redundancy does not include:

(i) termination by the Employee by voluntary resignation, retirement, death or permanent disability or abandonment; or

(ii) termination by the Company for disciplinary reasons.

"**Redundancy Fund**" means an approved Employee entitlement fund such as the Contracting Industry Redundancy Trust (Queensland);

"**Pay period**" will mean the period of not more than 7 days over which an Employee's entitlement to remuneration is accrued.

(b) It is specifically agreed between the Company and the Employees that there will be no action taken to contrive redundancy where situations of genuine redundancy do not exist.

REDUNDANCY PAYMENTS

(a) All Employees, inclusive of casuals, are entitled to redundancy benefits through payments made by the Employer to the Redundancy Fund ("the Redundancy Fund payment") by the Company on their behalf as set out in Appendix 1 of this agreement. All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

(b) The entitlement to the Redundancy Fund payment for a pay period will arise when the Employee has worked 19 hours or more during a pay period provided that all periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.

(c) In circumstances where an Employee's entitlement to the Redundancy Fund payment arises whilst the Employee is on authorised leave then the Redundancy Fund payment will be made in the same quantum as the Redundancy Fund payment paid by the Company in relation to the Employee for the pay period immediately preceding the commencement of the authorised leave.

(d) The Company will at the time of termination:

(i) provide a Redundancy Fund "certificate of employment" to the Employee with the Employee's termination payment, within 4 working days;

(ii) ensure all contributions owing to Redundancy Fund in relation to the Employee are paid up to date; and

(iii) complete a certificate of employment on the form provided by Redundancy Fund to certify the length of the Employee's employment with the Company and to forthwith forward that certificate to Redundancy Fund .

(e) When an Employee's employment is terminated by the Company on account of redundancy the Company will pay to the Employee a lump sum that equals the amount the Company is obliged to pay pursuant to the relevant industrial instrument in regard to redundancy less any credits in the Employee's account in Redundancy Fund , provided that if the Company's obligation in relation to redundancy pursuant to the relevant industrial instrument is equal to or less than the credits in the Employee's account in Redundancy Fund , then the Company will not be liable for any further payments in relation to redundancy pursuant to this Clause.

(f) All Redundancy Fund payments must be paid to Redundancy Fund on or before the 15th of each month.

(g) The Redundancy Fund payment will be deemed to be inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation.

89. SECTION F – SUPERANNUATION

In addition to the rates of pay prescribed by clauses 4.1 and 4.2, all eligible Employees will be entitled to Superannuation provisions, as prescribed in this clause and Appendix 1.

In the absence of an Employee having an existing superannuation fund, or nominating a superannuation fund, the Employer will make contributions to CBUS as the default fund until such time as an Employee superannuation standard choice form is returned.

All Superannuation contributions will be paid as required by the trust deed of CBUS.

Superannuation for Employees must be paid in accordance with the provisions of this clause and the Appendix that applies to the employment of the Employee. Where there is an inconsistency between this clause and the Appendix, the appendix will apply, except where the superannuation guarantee levy contribution rate set by Commonwealth legislation exceeds the rate set out in the Appendix. In such a case the superannuation guarantee levy contribution rate will apply.

Apprentices must have Superannuation contributions paid into their account a contribution that is equal to the provision of the Superannuation contributions in the Superannuation Guarantee Legislation.

All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

DEFINITIONS

(a) **"Eligible Employee"** will mean an Employee, including an apprentice, engaged to work under the terms and conditions of this Agreement.

(b) **"The Plan"** will mean CBUS or its successor.

(i) **“Ordinary time earnings”** will mean the ordinary time rate of pay the Employee receives for their ordinary hours of work, including:

1. all work related allowances such as tool allowance, tradesperson's allowance, licence Qualified Technical Person (QTP), service increment,

construction, reconstruction, alteration and repair and/or maintenance work allowances;

2. shift loading, qualification allowance (e.g. first aid), district/location allowances, leading hand allowances, forepersons allowance, and other supervisory allowances, mobility allowance; and

3. special rates including asbestos eradication allowances, multi-storey allowances, including service core allowance, height money, disability allowances such as live sewer allowance, special sites allowance and underground work allowance.

Contributions

Employer

Subject to the provisions set out in Appendix 1, the Employer will make minimum contributions of an amount equal to the minimum superannuation guarantee levy. Further adjustments to the percentage contribution will be made in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth). Each payment of contributions will be rounded off to the nearest 10 cents.

Employee Co- Contribution

All Employees will contribute to their own superannuation fund through co-contribution in accordance with the provisions set out in Appendix 1. This co-Contribution will be a salary sacrifice contribution.

It is the Employee's responsibility to advise the Employer should they not wish to co contribute to their own Super account. This must be done in writing by the Employee and specify a date at which the co-contributions are to cease.

The Employer is still obligated to pay the appropriate superannuation amount in accordance with this agreement and at law. The Employee's co-contribution is an amount in addition to the Employer's contribution.

Contributions for part-time or casual Employees, provided they are employed for a minimum of 10 hours per week or 40 hours per month, will be on the same basis as full-time Employees.

Cessation of Contributions

Employee eligibility for contributions to the Plan will cease at the end of the last day of employment with an Employer. The Employer will not be required to make any further contributions to the Plan after such date.

Regular Payment

The Employer will regularly pay the contributions outlined in this clause to the credit of each such Employee in accordance with the requirements of the Approved Fund Trust Deed, but in any event at least once in each calendar month. Where contributions have not been paid within 31 days from the end of the month in which the last Company contribution was made Employees may access the disputes procedure of this Agreement to rectify the lapse.

Absences from Work

Contributions will continue to be paid on behalf of an eligible Employee during any absences on paid leave including Annual Leave, Long Service Leave including Q Leave, Public Holidays, Domestic and

Family Violence Leave, Personal Leave and Bereavement Leave, but the Employer will not be required to pay superannuation contributions on behalf of any eligible Employee during any unpaid absences, except in the case of absence on workers' compensation or income protection. In the case of Workers' Compensation, the Employer will contribute in accordance with Clause 4.3.3. To avoid all doubt, Employees accessing unpaid leave in accordance with the provisions of clause 6.10 are not eligible Employees for the purposes of this clause.

90. SECTION G - INCOME INSURANCE

The Employer will maintain income protection insurance (sickness and injury) for Employees covered by this Agreement.

The following fund will be used for the purposes of the provision of Income Protection insurance:

Electrical classifications: Windsor Income Protection

For Employees employed in the Commercial Construction Work Division (SEQ - $50 million or more) & the Engineering Construction Work Division the employer will contribute the following amounts (inclusive of GST) for each of the following Employees as the premium charged for Income Protection:

	Rates (Inclusive of Stamp Duty)					
		1-Jul-23	1-Jul-24	1-Jul-25	1-Jul-26	1-Jul-27
Electrician	100%	$ 40.13	$ 42.93	$ 45.08	$ 47.34	$ 49.70
Apprentice Year 1	36%	$ 14.38	$ 15.39	$ 16.15	$ 16.96	$ 17.81
Apprentice Year 2	43%	$ 17.22	$ 18.43	$ 19.35	$ 20.31	$ 21.33
Apprentice Year 3	52%	$ 20.73	$ 22.18	$ 23.29	$ 24.46	$ 25.68
Apprentice Year 4	60%	$ 24.08	$ 25.76	$ 27.05	$ 28.40	$ 29.82
Adult Apprentice Year 1	55%	$ 22.07	$ 23.61	$ 24.79	$ 26.03	$ 27.34
Adult Apprentice Year 2	59%	$ 23.57	$ 25.22	$ 26.49	$ 27.81	$ 29.20
Adult Apprentice Year 3	62%	$ 24.74	$ 26.48	$ 27.80	$ 29.19	$ 30.65
Adult Apprentice Year 4	67%	$ 26.75	$ 28.62	$ 30.05	$ 31.56	$ 33.14
	Maximim Benefit (Per Week)					
		1-Jul-23	1-Jul-24	1-Jul-25	1-Jul-26	1-Jul-27
Electrician	100%	$ 2,400.00	$ 2,500.00	$ 2,600.00	$ 2,700.00	$ 2,800.00
Apprentice Year 1	36%	$ 860.00	$ 960.00	$ 1,060.00	$ 1,160.00	$ 1,260.00
Apprentice Year 2	43%	$ 1,030.00	$ 1,130.00	$ 1,230.00	$ 1,330.00	$ 1,430.00
Apprentice Year 3	52%	$ 1,240.00	$ 1,340.00	$ 1,440.00	$ 1,540.00	$ 1,640.00
Apprentice Year 4	60%	$ 1,440.00	$ 1,540.00	$ 1,640.00	$ 1,740.00	$ 1,840.00
Adult Apprentice Year 1	55%	$ 1,320.00	$ 1,420.00	$ 1,520.00	$ 1,620.00	$ 1,720.00
Adult Apprentice Year 2	59%	$ 1,410.00	$ 1,510.00	$ 1,610.00	$ 1,710.00	$ 1,810.00
Adult Apprentice Year 3	62%	$ 1,480.00	$ 1,580.00	$ 1,680.00	$ 1,780.00	$ 1,880.00
Adult Apprentice Year 4	67%	$ 1,600.00	$ 1,700.00	$ 1,800.00	$ 1,900.00	$ 2,000.00

Premiums will continue to be paid during any absences on paid leave including Annual Leave, Long Service Leave including Q Leave, Public Holidays, Domestic and Family Violence Leave, Personal

Leave, Bereavement Leave and any approved unpaid absences, including any absence on workers' compensation.

91. SECTION H – TECHNOLOGY

TECHNOLOGY

To assist in the company's commitment to health and safety, security of company assets and reduce the Employer's insurance premiums the Employer may install monitoring and surveillance equipment, including GPS, at the workplace and in company vehicles.

Prior to the Employer installing such equipment they will inform the Employees in writing, by posting a notice at the workplace. The written notice will state the type of equipment being installed and the date/s of the installation. The company will then enter into a period of consultation with the workforce to help identify issues of concern with the implementation of new technology into the day to day operations of the company. This consultation may include but not be limited to discussion around training, security and changes to current work methods. This period of consultation should be no less than one month.

New Employees will be notified of any monitoring equipment during their induction.

If an Employee is using the Employer's equipment and is monitored acting in an unlawful manner and/or a manner that is contrary to this agreement and the employment relationship the Employee's conduct will be investigated and disciplinary action, including termination, may result.

The Employee has the right to respond to any claims against them and the Employee has the right to seek representation at any time during the investigation process and at any disciplinary meetings.

Where any of the above devices incorporate features which allow for remote monitoring or recording of geographical location or movement (such as GPS devices) then the company must gather further evidence relating to the Employees conduct, during the investigation and will not solely rely on the evidence gathered from the monitoring and surveillance equipment to terminate the Employee.

The Employer's preference is to supply all technology required to be used by Employees over the course of their employment (including for signing in and timesheets). Where the Employer and Employee agree, an Employee may use their own technology. In such circumstances, the Employee shall be paid the phone allowance referred to in clause 4.5.20 above.

92. SECTION I

INDUCTIONS

This clause applies where an Employee is required to successfully complete a Site Induction Program (SIP). Current Employees or Employees at anytime, may be required at the Company's discretion to undertake refresher courses.

The SIP will be conducted at a central location provided for by the Company. The Company reserves the right to alter the duration of the program and to conduct further and/or refresher programs at any time and when the Company considers it necessary.

After successful completion of the SIP, each Employee, at the Company's discretion, may be issued with a Personal Site Identification Pass (PSIP).

At each induction program arranged by the Company where more than 5 persons are programmed to be in attendance, the Company will invite an Official of the relevant Union to participate in the induction program on the basis that the Official will be allowed reasonable time, as agreed in

advance, to explain the need for compliance with the Disputes Avoidance Procedure and report on all or any other matters directly or indirectly associated with the making or operation of this Agreement.

Where an Employee has successfully completed an induction program remotely (for instance online at home), then the Employer will make a payment equivalent to a reasonable amount of time taken to successfully complete the induction program at overtime rates. A reasonable amount of time will have regard to the content and complexity of the program.

Where an Employee is directed to attend another Site and is required to complete another Site Induction Program, the Employee will either perform this work during work time or will be paid at overtime rates.

93. SECTION J - MINIMUM OVERTIME PAYMENT

Overtime will be paid at the applicable overtime rate. Overtime, whether rostered in advance or otherwise, will attract a minimum payment equivalent to two hours at double time. For clarity, if an Employee is rostered to perform one hour's overtime they shall be paid the minimum payment of two hours at double time.

94. SECTION K – OTHER TERMINATION OBLIGATIONS

Statement of employment

The Employer will, in the event of termination of employment, provide upon request to the Employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the Employee.

Termination by Employer

The Employer may dismiss an Employee only if the Employee has been given the following written notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

In addition to the notice in (a) above, Employees 45 years old or over and who have completed at least 2 years' continuous service with the Employer will be entitled to an additional week's notice.

Payment in lieu of notice will be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof. The period of notice will not include any period of leave, Rest & Recreation (R&R) or RDOs.

In calculating any payment in lieu of notice the minimum compensation payable to an Employee will be at least the total of the amounts the Employer would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

(i) the ordinary working hours to be worked by the Employee; and

(ii) the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and

(iii) any other amounts payable under the Employee's employment contract.

The period of notice will not include any period of leave, Rest & Recreation (R&R) or RDOs. For clarity (and to avoid all doubt) this means that where an Employee is on a period of leave (or R&R or RDOs) and the employer provides the Employee with notice, the period of notice does not commence until such time as the period of leave (R&R or RDOs) has finished.

The period of notice in this clause will not apply in the case of dismissal for serious misconduct, or in the case of a casual Employee, or an Employee engaged by the hour or day, or an Employee engaged for a specific period or task/s.

Notice of termination by Employee

The notice of termination required to be given by an Employee will be the same as that required of the Employer as set out in sub-clause 3.4.2(a), above. Employee

Time off during notice period

During the period of notice of termination given by the Employer, an Employee will be allowed up to one day's time off, without loss of pay, for the purpose of seeking other employment. This time off will be taken at times that are convenient to the Employee after consultation with the Employer.

95. SECTION L

EMPLOYEE REPRESENTATIVES' RIGHTS

The Employer will recognise the following rights of an Employee representative:

(a) The right to be treated fairly and to perform their role as an Employee representative without any discrimination in their employment;

(b) The right to be consulted and to have access to relevant information about the workplace and the Employer, including in relation to health and safety issues and any flexibility arrangements agreed to in accordance with the provisions of clause 2.3 of this agreement, provided that access to such information is not in breach of the provisions of the Privacy Act 1988 or the Act;

(c) The right to paid time to represent the interests of Employees whom they represent including to the Employer, the Union and/or industrial tribunals. Such paid time will be paid inclusive of all allowances the Employee would normally receive;

(d) The right to paid time during normal working hours to deal with matters pertaining to the employment of Employees they represent. Such paid time will be paid inclusive of all allowances the Employee would normally receive;

(e) The right to paid time to attend accredited industrial and dispute resolution education and training, and industry-based conferences, during normal working hours. Such paid time will be paid inclusive of all allowances the Employee would normally receive;

(f) The right of access to private telephone, facsimile, post, photocopying, Internet and email facilities on major projects (and elsewhere where practicable) for the purpose of carrying out their role as Employee representatives under this Agreement;

(g) The right to place information on a notice board in a prominent location in the workplace for the purpose of carrying out their role under this Agreement.

The employer will provide the Employee representative/union delegate with an iPad or similar technology to assist them in the performance of their functions.

Where dian Employee is a member of a Union representative committee (such as First Nations, Women, Apprentices), that Employee will have the right to paid time to attend training in industrial and dispute resolution, and industry conferences.

Employee Representatives and OHS Representatives will be allowed without loss of pay all reasonable time during working hours to attend to their roles which includes, but is not limited to, the Employee representative rights set out in this clause.

The Employer will release from work without loss of pay each accredited Delegates and Occupational Health and Safety Representative to attend monthly meetings conducted by the Union to consult on industry related matters.

Other meetings agreed by the Employer and the Union will also be covered by this clause.

96. SECTION M

HOURS OF WORK, BREAKS, OVERTIME AND SHIFT WORK

For Employees, other than Employees employed in the Coal Work Division, as defined in Clause 1.6, the ordinary hours of work will not exceed an average of 36 per week.

For Employees employed in Coal Work Division the ordinary hours of work will not exceed an average of 35 per week.

The ordinary hours of work prescribed herein, will be worked continuously, except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 p.m. Mondays to Fridays inclusive.

Subject to agreement between the Employer and the majority of Employees concerned, the ordinary hours of work may be worked on one of the following bases:

(a) By Employees working less than 8 ordinary hours each day;

(b) By Employees working less than 8 ordinary hours on one or more days each work cycle;

(c) By fixing one or more work days on which all Employees will be off during a particular work cycle;

(d) By rostering Employees off on various days of the week during a particular work cycle, so that each Employee has one work day off during that cycle:

Employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle, provided that a work cycle will not exceed 4 weeks. The ordinary hours of work will not exceed 10 hours on any day

Except as provided in Clause 5.2 (RDOs) below, the 36 hour week will be worked in accordance with the following provisions for a two week cycle, Monday to Friday inclusive, with nine working days of eight hours each, with 0.8 of one hour each day worked accruing as an entitlement to take a day off (RDO) as rostered in each cycle.

Different methods of implementation of the hours of work may be applied to various groups or sections of Employees by agreement. Staggered starting and finishing times may be introduced by agreement with the Employees at the site to help overcome any problems or potential delays. As a consequence, breaks taken during the course of the day may also be staggered.

The parties agree that the current working arrangements for hours of work provisions (including, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods) may be altered on any work site during the life of this Agreement following consultation and agreement between the Company and the majority of directly affected site Employees, or individual, so as to provide greater flexibility and to meet project and/or shift work or operational requirements.

However, the average of 36 hours per week and the spread of hours, ie 6.00am and 6.00pm on any or all of the days Monday to Friday, are not subject to alteration for the purposes of this Clause:

The ordinary hours of work will be worked continuously except for meal breaks.

Each day stands alone for the purposes of calculating overtime.

ROSTERED DAYS OFF (RDO'S)

General

The parties agree that there are potential benefits for the Company and Employee in allowing greater flexibility in taking RDO's. It is intended that the Company's workplaces may remain open during designated industry RDO's.

The company, in consultation with its Employees, will develop and agree on a calendar of RDOs, taking into account the particular circumstances of the Employer's business.

In the absence of agreement being reached, Employees will work a 9-day fortnight or the union RDO calendar until the matter has been resolved in accordance with the disputes procedure.

Notwithstanding any other provision, where the arrangement of ordinary hours of work provides for a rostered day off, the Employer and the majority of Employees concerned, may agree to accrue up to a maximum of 5 rostered days off.

Where such agreement has been reached, the accrued rostered days off will be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off will not be unreasonably withheld by either party.

Further, provided agreement is reached between the Employer and the majority of Employees concerned, or where the Employer and an individual Employee so agree, another ordinary working day may be substituted for the scheduled day off. However, any substituted day will be taken within 2 calendar months

Access to and payment for RDO hours will be paid in accordance with the provisions of the Division applying to the Employee at the time of accessing or payment.

(Commercial Construction Work Division (SEQ - $50 million or more)

Employees engaged on a Commercial Construction Work Site in SEQ, with a Total Construction Contract value of $50 million or Commercial Construction Work Site (outside of SEQ) with a Total Construction value of $100 million or more) will take RDO's applicable with the RDO calendar.

The Company is committed to Employees taking their rostered day off on the day it falls due, however the parties recognise that from time to time the Company may require Employees to work their rostered day off.

RDO Flexibility

(a) There will be flexibility in taking RDOs against the principle of balancing the needs of the Employee and the Employer. This flexibility will be arranged by agreement between the Employer and the majority of Employees concerned.

(b) It is recognised by all persons covered by this Agreement that job creation and quality of life is vital to Employees and the Electrical and Communications Contracting Industry, therefore, flexibility in taking RDOs may be achieved by the Employer and an Employee(s) agreeing to change their RDOs to another mutually convenient day.

Substitution of RDOs

(a) The Employer may substitute the day an Employee is to take off for another day and require the Employee to work on that day off if such work is necessary to allow other Employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular job or for other reasons arising from unforeseen or emergency circumstances. In these circumstances the Employee shall be entitled to double time for all hours worked, in addition to the RDO being substituted in accordance with clause (b) below.

(b) An individual Employee, with the agreement of the Employer, may substitute the day the Employee is to take off for another day.

Where an Employee, who has been engaged on a Commercial Construction Work Site in SEQ, with a Total Construction Contract value of $50 million or more, has a balance of accrued RDO hours at the time of termination those accrued hours must be paid to the Employee at the rate of double time for each accrued RDO hour or part thereof.

For all other Employees, where the Employee has a balance of accrued RDO hours at the time of termination those accrued hours must be paid to the Employee at the ordinary time rates for each accrued hour or part thereof.

STARTING TIME AND PLACE

The parties agree to develop and follow procedures to eliminate lost time and make better use of available working time, e.g. start and finish at the designated workface at normal start and finish times, except where extraordinary conditions pose difficulties.

The workface will be deemed to be no further than the closest lift on high-rise construction and no further than 50 metres from the lunch shed on low-rise construction. The workface will be mutually agreed between the Company and the majority of Employees on individual sites and varied from time to time, as the nature of the site requires it. If no agreement is possible, it will be dealt with in accordance with the disputes procedure.

OVERTIME

5.4.1 Employees may be required to work a reasonable amount of overtime, however weekly hours will usually not be more than 50 hours per week, or 10 hours per day, for each individual Employee. This limit may be exceeded to meet productivity initiatives including (but not limited to) installation and commissioning of services, and final fitout works, provided that an Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regarding matters including:

(a) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

(b) the Employee's personal circumstances including any family responsibilities;

(c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it;

(d) or any other relevant matter.

5.4.2 All time worked in excess of that provided for in clause 5.1 or before the ordinary starting time or after the ordinary ceasing time will be deemed overtime.

Overtime will be paid at the applicable overtime rate. Overtime, whether rostered in advance or otherwise, will attract a minimum payment equivalent to two hours at double time. For clarity, if an Employee is rostered to perform one hour's overtime they shall be paid the minimum payment of two hours at double time.

Each day is to stand alone when overtime is being computed, except where an Employee commences overtime on one day and continues to work such overtime into the next day.

Employees, engaged on a Commercial Construction Work Site in SEQ, with a Total Construction Contract value of $50 million or less or Commercial Construction Work site (outside of SEQ), with a Total Construction value of $100 million or less, who work overtime will be paid at the rate of time and a half for the first two hours and double time thereafter. All other Employees who work overtime shall be paid at the rate of double time for all overtime worked.

Saturday and Sunday - All overtime work done on Saturdays and Sundays will be paid at the rate of double time.

Payment for overtime on Public Holidays is in accordance with clause 5.4.15 below.

To avoid all doubt where an Employee is required to work beyond the sixth hour without a meal break, all time so worked is to be counted when determining the appropriate overtime rate to be paid.

5.4.3 An Employee recalled to work overtime after leaving the Employer's business premises on Monday, Tuesday, Wednesday, Thursday or Friday (whether notified before or after leaving the premises) will be paid for a minimum 4 hours' work at the appropriate overtime rate for each time they are so recalled:

Provided that, except in the case of unforeseen circumstances arising, the Employee will not be required to work the full 4 hours if the job they were recalled to do is completed within a shorter period:

Provided also that overtime worked in cases where it is customary for an Employee to return to the Employer's premises to perform a specific job outside their working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time, will not be regarded as overtime for the purposes of clause 5.4.2.

5.4.4 Minimum Payment for Saturdays and Sundays - When an Employee is called upon to work on a Saturday or Sunday, they will, except in the case of emergency, receive a minimum of 4 hours pay at the rates prescribed in clause 5.4.1.

5.4.5 Overtime worked in any calling, in or in connection with which more than one shift per day is worked, will be paid for at the rate of double time.

5.4.6 For all Employees engaged in Shift Work, all time worked in excess of 8 hours in any one day will be paid at overtime rates.

5.4.7 Systematic overtime will not be worked; it will be considered such when 3 continuous weeks' overtime has been worked:

Provided that clause 5.4.7 will not apply when extra labour is not available forthwith.

5.4.8 The assignment of overtime by the Employer to an Employee will be based on specific work requirements and the practices of "one in, all in" overtime will not apply.

5.4.9 Meal hours or portion of meal hours worked will be paid for at double time. When a meal hour is worked, there will be a break of thirty minutes as soon as possible thereafter for "crib", for which no deduction of pay will be made. No Employee will be required to work more than 6 hours without a break for a meal.

5.4.10 *Meal allowance*

An Employee, other than an Employee living in camp, who is required to continue work after the usual ceasing time will be supplied with a reasonable meal at the Employer's expense, or be paid a meal allowance outlined below in lieu thereof, on the following basis:

On Commencement	From 1 July, 2024	From 1 July 2025	From 1 2026	From 1 2027
$16.70	**$17.54**	**$18.11**	**$19.33**	**$20.30**

(a) meal allowance provisions will apply, where the overtime is of at least 2 hours duration, or at least one hours duration, if such overtime extends beyond 6.00 p.m.

(b) a further meal or meal allowance will be provided after each period of 4 hours' work.

In cases of emergency, where Employees are unable to leave their work to procure a meal, the same will be provided by the Employer. No Employee will be required to work longer than 6 hours without a break for a meal.

5.4.11 When an Employee has provided themselves with customary meals because of receipt of notice of intention to work overtime, they will be entitled to an allowance outlined below for each meal so provided in the event of the work not being performed or ceasing before the respective meal times.

On commencement	From 1 July, 2024	From 1 July 2025	From 1 July 2026	From 1 July 2027
$16.70	$17.54	$18.11	$19.33	$20.30

5.4.12 *12 hour break*

An Employee who works so much overtime between the termination of their ordinary work in one day and the commencement of their ordinary work on the next day, that the Employee has not at least 12 consecutive hours off duty between those times will, subject to clause 5.4.12, be released after completion of such overtime until the Employee has had 12 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Employer such an Employee resumes or continues work without having had such 12 consecutive hours off duty, they will be paid double rates until the Employee is released from duty for such period and they will then be entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that, where an Employee is recalled to work after the ordinary ceasing time, overtime worked in such circumstances will not be regarded as overtime for the purposes of clause 5.4.12, where the actual time worked is less than 3 hours on such recall or on each of such recalls.

The provisions of clause 5.4.12 will apply in the case of shift workers who rotate from one shift to another as if 10 hours were substituted for 12 hours when overtime is worked:

(c) For the purpose of changing shift roster; or

(d) Where a shift worker does not report for duty; or

(e) Where a shift is worked by arrangement between the Employees themselves.

5.4.13 When any portion of an hour is worked, Employees will receive payment in respect of any broken part of an hour, for not less than one half-hour at the current overtime rate.

5.4.14 Employees who, through working overtime, cannot obtain their ordinary method of conveyance to or from their homes, will be conveyed to or from their homes by the Employer or be paid "such expenses" as are incurred in travelling to or from their homes.

5.4.15 *Public holidays*

All time worked on the public holidays set out in clause 6.7 (Public Holidays) outside the ordinary working hours specified in this Agreement, prescribed by a roster, or usually worked on the day of the week on which the holiday is kept, will be paid at double the rate prescribed by this Agreement for such time when worked outside such working hours on an ordinary working day. That is, where the

rate prescribed is time and a half the rate payable is three times the ordinary rate and where the rate prescribed is double time the rate payable is four times the ordinary rate.

5.4.16 Employees who perform work on their rostered day off, or where it has been agreed to arrange a substitute day, on any substitute day, will be paid the rates prescribed for work on Saturdays.

5.4.17 Examples of Operation of Hours of Work Clause

Ordinary Work Day – Employees engaged on a Commercial Construction Work Site in SEQ, with a Total Construction Contract value of $50 million or more or Commercial Construction Work Site (outside of SEQ) with a Total Construction value of $100 million or more:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Ordinary	8	8	8	8	8		
Double Time	2	2	2	2	2	10	10

Ordinary Work Day – Other than on a Commercial Construction Work Site in SEQ, with a Total Construction Contract value of $50 million or more or Commercial Construction Work Site (outside of SEQ) with a Total Construction value of $100 million or more:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Ordinary	8	8	8	8	8		
Time & one half	2	2	2	2	2		
Double Time						10	10

Example Afternoon Shift Work (Commercial Construction Work Site in SEQ, with a Total Construction Contract value of $50 million or more) and Commercial Construction Work Site (outside of SEQ) with a Total Construction value of $100 million or more

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Ordinary	8 hours at ordinary time PLUS 50% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 50% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 50% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 50% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 50% of ordinary time rate for each hour worked shift penalty	8 hours at double time PLUS 100% of ordinary time rate for each hour worked shift penalty	8 hours at double time PLUS 100% of ordinary time rate for each hour worked shift penalty
Overtime	2 hours at double time PLUS 50% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 50% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 50% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 50% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 50% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 100% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 100% of ordinary time rate for each hour worked shift penalty

Example Night Shift Work (Commercial Construction Work Site in SEQ, with a Total Construction Contract value of $50 million or more) and Commercial Construction Work Site (outside of SEQ) with a Total Construction value of $100 million or more

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Ordinary	8 hours at ordinary time PLUS 100% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 100% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 100% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 100% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 100% of ordinary time rate for each hour worked shift penalty	8 hours at double time PLUS 100% of ordinary time rate for each hour worked shift penalty	8 hours at double time PLUS 100% of ordinary time rate for each hour worked shift penalty
Overtime	2 hours at double time PLUS 100% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 100% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 100% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 100% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 100% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 100% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 100% of ordinary time rate for each hour worked shift penalty

SHIFT WORK

5.5.1 *Definitions*

(a) "Shift Work" will mean work done by Employees working recognised hours, outside the spread of ordinary working hours.

(b) "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight;

(c) "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m;

(d) "Rostered Shift" means a shift which the Employee concerned has had at least one week's notice;

5.5.2 *Hours*

The ordinary hours of shift workers will not exceed:

(a) 8 hours in any one day or an average of 36 hours per week

(b) A rostered day off may be taken by working 19 shifts in a 20 working day cycle and where possible the rostered day off will be linked to the weekend.

Subject to the following conditions such shift worker will work at such times as the Employer may require:

(i) Apprentices will not be required to work Shift Work.

(ii) Shift Work will ideally be done by volunteers but in the absence of sufficient volunteers the Employer will nominate individuals to fill the roster, having regard to any individual's particular circumstances that may preclude that individual working afternoon or night shift.

(iii) Such ordinary hours will be worked continuously, except for meal breaks and rest pauses which will be taken so as not to interfere with continuity of work.

(iv) Except at regular changeover of shifts, Employees will not be required to work more than one shift each 24 hours

(v) An Employee will not be required to work less than 3 or more than 5 hours without a break for a meal.

(vi) Thirty minutes will be allowed to shift workers each shift for crib which will be counted as time worked.

(vii) Employees will be given at least one week's notice of the requirement to work shift work.

(viii) Prior to Shift Work being introduced, the Employer will discuss with their Employees the need for Shift Work to be worked. Further, Employees will be fully informed in the expected duration of the Shift Work and will be given regular updates during the currency of such Shift Work on the continued requirement to work Shift Work.

(ix) Shift Work must be 5 days. In the case of broken shifts (i.e. less than 5 consecutive days Monday to Friday) the rates prescribed will be the same as the overtime rates prescribed in this Agreement for the actual time worked on the shift only.

5.5.3 *Afternoon or night shift allowance*

For Employees engaged on a Commercial Construction Work Site in SEQ, with a Total Construction Contract value of $50 million or more:

(a) A shift worker whilst on afternoon shift will be paid for such shifts 50 per cent more than the ordinary rate.

(b) A shift worker who works on night shift will be paid for such shifts 100 per cent more than the ordinary rate.

For Employees, other than those engaged on a Commercial Construction Work Site in SEQ with a Total Construction Contract value of $50 million or more:

(a) A shift worker whilst on afternoon shift will be paid for such shifts 15 per cent more than the ordinary rate.

(b) A shift worker who works on night shift will be paid for such shifts 30 per cent more than the ordinary rate.

5.5.4 *Saturday and Sunday Work*

Except for work performed on gazetted public holidays, shift workers will be paid for all time worked on Saturday and Sunday at either in accordance with the relevant table at cl 5.4.17 OR at the rate of

double time plus the relevant shift allowance, whichever is greater. For clarity, extra rates are cumulative upon and not in substitution for shift allowances.

5.5.5 *Public holidays*

Shift workers will be paid for rostered shifts worked on gazetted public holidays at double time and a half. All time worked on the public holidays outside the ordinary working hours will be paid in accordance with Clause 5.4.15 (Overtime).

5.5.6 *Overtime*

(a) Subject to cl 5.5.4 above, shift workers for all time worked in excess of or outside ordinary working hours prescribed by this Agreement will be paid at the rate of double time plus the applicable shift penalty rate

(b) When working overtime, for more than one hour, a crib break of 30 minutes will be allowed at the normal ceasing time for which no deduction will be made.

(c) Overtime on public holidays will be at double normal Shift Work overtime rates

5.5.7 *INTENTIONALL LEFT BLANK*

5.5.8 *Shutdowns, breakdowns and emergency situations*

(a) Management will define urgent repair or breakdown work and will seek volunteers; management will nominate individual's to meet requirements if there are not sufficient volunteers, having regard to any individual's particular circumstances that may preclude that individual working afternoon or night shift.

(b) Management will be able to utilise short term shift rosters, Monday to Friday, in conjunction with extended overtime over weekends and rostered days off, on occasions requiring urgent repair or breakdown of plant or machinery.

The duration of any one period so worked will be limited to 2 weeks.

5.5.9 *12 Hour break*

(a) An Employee who does not receive a 12 hour break before commencing short term Shift Work will be entitled to double ordinary time for the first afternoon or night shift, or part thereof worked, and short term conditions and penalty rates for subsequent shifts.

(b) An Employee who receives a 12 hour break prior to returning to day work will suffer no loss in pay for the hours that would otherwise be worked during the break period.

(c) An Employee who does not receive a 12 hour break prior to returning to day work will be paid double ordinary time plus any applicable shift allowance for all hours worked until released for a 10 hour break.

EMPLOYEE ROSTERED ON CALL

Due to the nature of the industry, Employees engaged to perform work under the Service Work division will be required to be ‘on-call’ on a weekly roster, including weekends, to attend to our clients’ needs.

On call means that the Employee is available for service 24 hours per day, seven days per week.

An on-call allowance is paid to the on call Employees to compensate them for the inconvenience and disruption to the Employee's private life. The on-call allowance will be a flat rate of $250 per week, which compensates the Employees for their readiness to work.

Where an Employee is rostered 'on-call' they are required to:

- Have their mobile phone charged and switched on for the entire week;
- Present themselves in an appropriate manner when at the client's premises e.g. wear a clean uniform;
- Attend the job as soon as possible;
- Have a fully stocked company vehicle e.g. check the contents of the vehicle Friday afternoon and restock where necessary; and
- Be of full legal and mental capacity to drive e.g. not consume an amount of alcohol and/or drugs that would impair driving capacity.

In addition to the on-call allowance, where an Employee is called out the Employee will be paid a minimum payment of four hours at double time. The call-out period is calculated from home to home, with any work in excess of four (4) hours paid at double time. If 24 hours' notice is given for pre-planned isolation the minimum payment will be (2) hours at the rate of double time.

This list is not exhaustive.

SMOKO BREAKS, LUNCH BREAKS, CRIB BREAKS & OTHER BREAKS

Smoko Breaks

Each Employee, whether they are working ordinary hours or overtime, will be entitled to a paid smoko break of 20 minutes' duration in the company's time in the first half of the day, provided the break occurs no later than 4 hours after the start time. Where necessary, smoko breaks will be scheduled to be taken at times that will not interfere with continuity.

Lunch Breaks

Employees, whether they are working ordinary hours or overtime, will be entitled to a lunch break of a minimum of 30 minutes, to be taken any time between the fourth and the sixth hours from the commencement of duty.

In the case of shift workers, this break will be a paid break.

Where an Employee is required to work beyond the sixth hour without a lunch break they will be paid at double time until such time as a lunch break is taken.

Crib Breaks

Employees who are required to continue work after their usual ceasing time, will be entitled to a paid "crib" break on the following basis:

(a) a thirty (30) minute paid crib break to be taken at the usual ceasing time, where the overtime is of at least 2 hours' duration, or at least one hours duration, if such overtime extends beyond 6.00 p.m. Provided that where there is agreement between the Employer and the majority of Employees the crib break will not be taken. In that

circumstance, this would mean that where an Employee is required to work for 9 &1/2 hours on any given day they will receive payment for at least 10 hours work; and

(b) a further 45 minutes paid crib break, will be provided after each further period of 4 hours' work.

In addition to the usual meal break between the fourth and sixth hour, Employees who are required to work at least 10 hours overtime, on a day when they are not working ordinary hours, will be entitled to a 30 minute paid crib break at the end of the eighth hour of work or to be paid at the appropriate rate. A further 45 minutes paid crib break, will be provided after each additional period of 4 hours' work or to be paid at the appropriate rate. No deduction of pay will be made in respect of any such crib breaks.

97. SECTION N - PAYMENT OF WAGES

Wages will be paid weekly by cash or electronic funds transfer (EFT) at the discretion of the Company.

The Company will comply with all provisions requiring the keeping of time and wage records and the production of pay slips as required by law, provided that weekly pay slips will include not less than the following information:

- Name of Employee
- Name of the Employer
- Period to which the pay relates
- Number of hours worked
- Any allowances payable, such as site allowance and multi-storey allowance
- Accrued annual leave hours
- Balance of accrued RDO hours
- Accrued Sick Leave
- Income Protection Contributions, if applicable
- Classification of Employee
- Date of payment
- Ordinary hourly rate
- Gross payment
- Net payment
- Overtime hours
- Penalty payments and loadings payable
- Superannuation Contributions
- Redundancy Contributions, if applicable

On or before the payday the Company will provide each Employee with their pay slip. This provision will be met if the Company forwards the pay slip by electronic means, by courier or by post no later than the payday.

If the pay slip is not received by the Employee by the end of the day following the payday and the Employee requests the information, the Company must provide the Employee with the information by appropriate means (telephone, fax, etc.) during working hours.

Where the Company is unable to provide the above information on Employee pay slips, alternate arrangements must be made to ensure that the items are accurately recorded and accessible to the Employee and available for inspection in accordance with law.

If, through the fault of the Company, an Employee is kept waiting for all or part of their wages after the normal pay time on the regular pay day the Employee will be paid an additional $125 each day they are waiting for their wages until their pay is available or alternative arrangements agreed between the Company and the Employee, provided that the Employee is not disadvantaged. If the Company does not cause the delay there will be no payment paid to the Employee.

Where an action by the Company has delayed the usual day an Employee's pay is deposited in their financial account/s, the Company will reimburse that Employee any substantiated additional direct charges incurred by that delay (e.g. - A fee for a home loan payment not able to be deducted from an account due to insufficient funds).

Any underpayment of wages will be corrected on the next working day. Suitable alternative arrangements will be made for sites in remote areas.

The Employer will work to resolve any genuine difficulties which may arise for individual Employees in relation to payment of wages.

Any fees involved in the transfer of money into the Employee's account will be borne by the Employer. (Up to a maximum of 2 accounts per Employee).

When an Employee's employment is terminated the Employer will pay all money due to the Employee, including payments made on behalf of the Employee, ie superannuation and CIRT, as soon as practicable and, in any case, within forty-eight hours, except where a Sunday or public holiday intervenes, in which case they will be paid such money not later than noon on the next succeeding working day or, where the Employee is paid one week or more in lieu of notice, they will be paid no later than the next pay day after the notice is given.

If the Employer does not make the payments in accordance with the paragraph above, the Employee will be paid at the rate of double time, for all time between the termination of their employment, and payment being made. All paperwork in relation to the termination of employment, including any and all paperwork required by CIRT, will be completed by the Employer and lodged with CIRT, with a copy provided to the Employee, prior to the Employee being terminated.

The Company must provide a separation certificate to Employees with their termination payment.

98. SECTION O - OTHER DEFINITIONS

DEFINITIONS - General

In this Part:

"Civil and mechanical engineering structures" means work, including maintenance work, defined in this agreement as working on site on structures which are primarily civil or mechanical engineering structures or installations such as power stations, switchyards, grain elevators, and silos, oil refineries, wharves, jetties, piers, bridges, overpasses, underpasses, pipelines, water storage towers, sewerage construction work, dams, barrages, weirs or similar structures, traffic islands and concrete ornamental lakes and land reclamation and/or land clearing associated with estate development and building construction";

"Communications Tradesperson" is an Employee who holds a Communications Trade Certificate and has completed a Cert III in Data and Voice Communications (UEE30407) or a Cert III in Electronics and Communications (UEE30907);

“Construction Work” means any work carried out in connection with the construction, alteration, conversion, fitting-out, commissioning, renovation, refurbishment, demolition, decommissioning or dismantling of a structure;

"Country Work" means all work done outside a radius of 50 kilometres of an Employer’s workshop: Provided that where an Employer does not have a workshop or recognised place of business, Country Work will mean all work done outside a radius of 50 kilometres from the principal Post Office of the nearest town;

"Crib Time" means any meal break during overtime or Shift Work. It is to be taken without loss of pay;

"Employee" means an Employee of the Company performing work engaged in one of the classifications contained in appendices to this Agreement;

“Employee representative” means a representative nominated by the Employee to represent them in the disputes procedure and other provisions of this agreement;

“Fire Alarm Systems” means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment;

"Foreperson Grade 1" means a suitably qualified Electrical Tradesperson, who is employed as Foreperson Grade 1 and is responsible for the successful completion of a project or projects in line with the schedule of work as programmed. Such Employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 1 could be required to supervise Leading Hands and other Employees;

"Foreperson Grade 2" means a suitably qualified Electrical Tradesperson, who is employed as a Foreperson Grade 2 and who is given the responsibility for the successful completion of projects in line with the schedule of work as programmed. Such Employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 2 could be required to supervise Forepersons Grade 1, Leading Hands and other Employees;

“Green Energy Facilities” includes, but is not limited to, Solar Farms, Wind Farms, Pumped Hydro and Hydrogen facilities

"Leading Hand” means any electrical worker (other than a supervisor or foreperson) who is placed in charge of work on which three or more Employees, in addition to the electrical worker, are engaged;

“Mount Isa Work” means work carried out in the geographical are of Mount Isa contained within latitudes 18 degrees to 22 degrees south and longitudes 138 degrees to 142 degrees east.

"Registered Office" means any office of the Employer at which the Employer conducts business, including branch offices. The Employer will not have more than one Registered Office within a 50 kilometre radius within the State boundary;

“Security Alarm Systems” means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic, or acoustic equipment or device, or any combination thereof which includes any intruder alarm system incorporating closed circuit television, video or photographic systems, electronic, electromechanical access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or governmental purpose;

South East Queensland (SEQ) means the geographical area of South East Queensland including Brisbane City, Logan City, Gold Coast, Sunshine Coast, Ipswich and Lockyer Valley in accordance with the boundaries of the relevant local government authorities.

"Weekly Pay" means the ordinary time gross all-purpose rate of pay for the Employee concerned;

“Weipa Work” means work carried out in the geographical area of Weipa contained within Latitudes 10 degrees to 14 degrees south and Longitudes 141 degrees to 144 degrees east.

1.6.2 DEFINITIONS - Divisions

(i) **Commercial Construction Work Division (SEQ)** means work carried out on commercial construction building sites in South East Queensland (Brisbane City, Logan City, Gold Coast, Sunshine Coast, Ipswich and Lockyer Valley in accordance with the boundaries of the relevant local government authorities.) (Including Logan City, Gold Coast, Sunshine Coast, Ipswich and Lockyer Valley).

Commercial construction does not include the cottage/housing industry.

(i) **Commercial Construction Work Division (other than SEQ)** means work carried out on commercial construction building sites in Queensland, other than in South East Queensland.

(ii) **Workshop Work Division** means work undertaken in a workshop.

(iii) **Service Work Division** means work, which includes service and maintenance of retail facilities, financial institutions, retail businesses, schools, and hospitals, breakdowns, minor repairs. Service excludes work carried on a construction site.

(iv) Gladstone Work Division means work carried out on the following sites and plants:

(a) Boyne Smelter

(b) Gladstone Power Station

(c) Queensland Cement

(d) SPP Shale Oil Plant

(e) Ticor Chemicals

(f) Orica

(g) Gladstone Port Authority

(h) In the event that any new projects of a similar type to those in (a) to (g) commence in Gladstone during the life of this Agreement the Electrical Contracting Association and the Union will discuss whether they will be included in this definition.

(v) **QAL Work Division** means work performed at the Queensland Alumina Site at Gladstone.

(vi) **Engineering Work Division** means work carried out on Engineering Construction sites, Engineering Maintenance Work and Engineering Shutdown work.

(vii) **Coal Work Division** means work carried out on operating Coal Mines.

99. SECTION P

CASUAL EMPLOYMENT

A casual Employee is an Employee who is engaged to perform work on an intermittent, irregular and non-systematic basis and whose employment is dependent on the employer's labour requirements. Employee

A casual Employee employed in any Division, other than the Coal Work Division, will be paid per hour 1/36th of the all-purpose weekly rate prescribed by clause 4.1 for the classification in which the Employee is ordinarily employed, plus 25%, with a minimum payment of 3 hours.

A casual Employee, employed in Coal Work Division, will be paid per hour 1/35th of the all-purpose weekly rate prescribed by clause 4.1 for the classification in which the Employee is ordinarily employed, plus 25%.

For the purposes of calculating overtime and penalties, the ordinary rate for a casual Employee includes the casual loading.

Notwithstanding any casual conversion obligations set out in the Act, if the Employer wishes to retain a casual Employee for a period longer than six weeks duration, the Employee must be offered permanent employment.

A casual Employee, who has not been converted to permanent employment after six weeks is entitled to be paid 175 percent of the hourly rate prescribed in this Agreement for the Employee's classification.

100. SECTION P

PART-TIME EMPLOYMENT

A part-time Employee is an Employee who:

(a) is employed for more than 10 but less than 36 ordinary hours per week; and

(b) has reasonably predictable hours of work; and

(c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees covered by this Agreement.

At the time of engagement, the Employer and the Employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the usual daily starting and finishing times.

Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full time Employees.

The agreed number of ordinary hours per week will not be varied without the consent of the Employee. Any agreed variation to the number of weekly hours of work will be recorded in writing.

The Employer is required to roster a part-time Employee for a minimum of 4 consecutive hours on any day that they are required to work.

All time worked outside the spread of ordinary working hours as provided for in clause 5.1, and all time worked in excess of the hours as mutually agreed in accordance with this clause is overtime and will be paid at the rates prescribed in clause 5.4 - Overtime.

A part-time Employee employed under the provisions of this clause is to be paid for ordinary hours worked at the rate of 1/36th of the weekly rate prescribed for the class of work performed.

Where a public holiday falls on a day upon which a part-time Employee is normally employed and the Employee is not required to work, that Employee will be paid for the hours which would normally have been worked on that day. If required to work on that day, the Employee will be paid for the time worked at the appropriate penalty rate.

Where an Employee and the Employer agree in writing, part-time employment may be converted to full-time, or vice versa. If such an Employee transfers from part-time to full time, or vice versa, all accrued Agreement and legislative entitlements will be maintained.

An Employee who does not meet the definition of a part-time Employee and who is not a full-time Employee will be paid as a casual Employee in accordance with clause 3.2.

All other provisions of the Agreement relevant to weekly Employees will apply to part-time Employees.

An Employee will be entitled to annual leave, and personal leave (and, where relevant, parental leave) in terms of clauses 6.1, 6.2 and 6.5. Such entitlements will be calculated proportionate to the average number of ordinary hours worked each week.

A part-time Employee will be entitled to the full provisions prescribed for permanent Employees under clause 3.4 (Termination of Employment), clause 3.5 (Redundancy).

101. SECTION Q

FURTHER TERMINATION OBLIGATIONS

TERMINATION OF EMPLOYMENT

Statement of employment

The Employer will, in the event of termination of employment, provide upon request to the Employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the Employee.

Termination by Employer

(a) The Employer may dismiss an Employee only if the Employee has been given the following written notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks

More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(b) In addition to the notice in (a) above, Employees 45 years old or over and who have completed at least 2 years' continuous service with the Employer will be entitled to an additional week's notice.

(c) Payment in lieu of notice will be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof. The period of notice will not include any period of leave, Rest & Recreation (R&R) or RDOs.

(d) In calculating any payment in lieu of notice the minimum compensation payable to an Employee will be at least the total of the amounts the Employer would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

(i) the ordinary working hours to be worked by the Employee; and

(ii) the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and

(iii) any other amounts payable under the Employee's employment contract.

(e) The period of notice will not include any period of leave, Rest & Recreation (R&R) or RDOs. For clarity (and to avoid all doubt) this means that where an Employee is on a period of leave (or R&R or RDOs) and the employer provides the Employee with notice, the period of notice does not commence until such time as the period of leave (R&R or RDOs) has finished.

(f) The period of notice in this clause will not apply in the case of dismissal for serious misconduct, or in the case of a casual Employee, or an Employee engaged by the hour or day, or an Employee engaged for a specific period or task/s.

Notice of termination by Employee

The notice of termination required to be given by an Employee will be the same as that required of the Employer as set out in sub-clause 3.4.2(a), above. Employee

Time off during notice period

During the period of notice of termination given by the Employer, an Employee will be allowed up to one day's time off, without loss of pay, for the purpose of seeking other employment. This time off will be taken at times that are convenient to the Employee after consultation with the Employer.

102. SECTION R

JOB SECURITY – LABOUR HIRE AND CONTRACTORS

JOB SECURITY

The Employer is committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of the Employer. Subject to the terms of this Agreement, full-time direct and ongoing employment is a guiding principle of this Agreement.

The Employer will take all measures to achieve employment security for the direct engaged permanent Employees of the Employer. All persons covered by this Agreement recognise the importance of measures to protect and enhance the employment security, health and safety, terms and conditions of employment and career development of the Employees.

The use of pyramid or sham sub-contracting arrangements is a breach of prohibited under this agreement as it directly undermines Employee job security.

Where a labour hire Employee or an Employee of a sub-contractor subsequently commences employment with the Employer the time worked for the contractor or labour hire firm will count as time served in relation to the probationary period for the Employee.

CONTRACTING AND LABOUR HIRE

The Employer recognises that in certain circumstances the use of contractors and labour hire affects the job security of Employees covered by this agreement.

Where the Employer intends to engage contractors or Employees of labour hire companies to perform work that might be performed by current or future Employees under this Agreement, the Employer must first consult in good faith with affected Employees and with the Unions. Consultation will occur prior to the engagement of sub-contractors.

In the normal course, it is expected that consultation will occur with a minimum of the 14 days prior to the proposed commencement of the work by the contractors/ labour hire Employees.

(a) For the purposes of the consultation, the Employer must inform the Union of:

(i) the name of the proposed contractor(s) or labour hire company;

(ii) the type of work proposed to be undertaken by the contractor(s) or labour hire company;

(iii) the number of persons and qualifications of the proposed contractor(s) / persons the labour hire company may engage to perform the work;

(iv) the likely duration of the engagement(s);

(v) inductions and facilities for contractors and labour hire Employees.

If Employees or the Unions raise any concerns about the Labour Hire provider during the life of this Agreement, the Employer, Employees and union shall confer with the objective of resolving these concerns, including reviewing the engagement of the Labour Hire provider.

No Employee shall be made redundant during the period in which labour hire Employees, contractors and/or Employees of contractors, engaged by the Employer, are performing work that is or has been performed by the Employees.

(i) Review of use of contractors

The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this agreement.

The Employer will provide the Unions, on a quarterly basis, with details of the areas of the business/ types of work in which contractors or labour hire has been used.

(ii) Wages and conditions of employment of labour hire employees

Where the Employer engages labour hire to do work that would be otherwise covered by this Agreement it shall ensure the wages and conditions that are no less favourable than that provided for in this Agreement plus a further loading of 25%.

(iii) Wages and conditions of employment of employees of sub-contractors

Where the Employer engages contractors to do work that would be otherwise covered by this Agreement it shall pay wages and conditions that are no less favourable than that provided for in this Agreement.

Labour hire is defined as temporary "top up" labour designed to meet short situations such as absences due to sick leave, annual leave, and short time work peaks. The employer will not use labour hire in any position on site for a period of more than six weeks. Any departure from this maximum period shall require the Policy of the Union and incur a 175% penalty rate for all work done.

103. SECTION S – MATURE AGE WORKERS

Mature Age Workers

A Mature age worker is a worker 50 years or older.

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 and employment of older employees and to maintain a ratio of 1 mature age worker to every 8 employees covered by this agreement. To the extent possible, this includes (but is not limited to) the preservation of jobs such as store persons and electrical commissioning and testing roles for workers over the age of 50.

104. SECTION T – APPRENTICES

Apprentices are the future of our industry and the parties reaffirm their commitment to the training of apprentices. Further they will make every endeavour to make full time apprenticeships available with the company.

To ensure that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, the Employer will endeavour to maintain a ratio of at least one apprentice to four (4) tradespeople.

The Employer will prioritise engaging direct hire Apprentices were reasonably practicable.

Apprentices, other than existing Employees, will be paid in accordance with the tables in Appendix 1 of this Agreement.

Existing Employees

An “existing Employee” will mean a person who has been employed by the Employer in a calling, or classification, relevant to the apprenticeship for at least three months immediately prior to becoming an apprentice with that Employer.

Existing Employees may participate in apprenticeships. An existing Employee will not be required to serve any probationary period in relation to their contract of employment or for the purposes of the Training and Employment Act 2000. A trial period, in accordance with Training Recognition Council Policy, may be set for the purpose of assessing the Employee’s suitability for training under a Training Contract. Where the Employee proves to be unsatisfactory for training under a Training Contract, the person will revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract in accordance with subclause 4.2.3.7.

Where existing Employees commence an apprenticeship, the Employer will endeavour to minimise any adverse effects on other Employees. Additionally, such other Employees will not be displaced from or disadvantaged in their employment by the engagement of new apprentices.

Existing Employees will not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice.

Provided that an existing Employee who was engaged as a casual Employee prior to becoming employed as a full-time or part-time apprentice will not be entitled to retain casual loading.

An existing Employee will maintain continuity of employment despite having entered into an apprenticeship.

Existing Employees whose Training Contract is completed or cancelled will revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract.

Apprentice Fares and Travel

(a) Fares and travel apply to apprentices required to travel in their own time to and from their place of work, but away from their company workshop or recognised place of business.

(b) However, where the company provides an apprentice with a vehicle, or other means of transport, the apprentice will only be entitled to be paid travel time. There will be no entitlement to fares.

(c) Apprentices will be paid fares and travel as set out in Appendix 1 of this Agreement.

Adult apprentice Fares and Travel:

(a) Fares and travel apply to apprentices required to travel in their own time to and from their place of work, but away from their company workshop or recognised place of business.

(b) However, where the company provides an apprentice with a vehicle, or other means of transport, the apprentice will only be entitled to be paid travel time. There will be no entitlement to fares.

(c) Adult apprentices will receive the full amount of fares and travel, as set out in Appendix 1 of this Agreement.

Supervision

The parties agree that the Department of Education and Training guidelines which state "Whilst a ratio of one qualified person to each apprentice is expected in a workplace, this may vary from situation to situation dependent on a range of indicators" will be adhered to. To this end the Employer will ensure that each tradesperson will supervise no more than 1 apprentice. No apprentice will work unsupervised.

Payment for Course Time

Time spent by an apprentice undertaking the training to be delivered under the training plan (as defined in the Further Education and Training Act 2014) is taken to be time worked for the Employer and will be paid at the ordinary time rate. This applies irrespective of the way the supervised training is delivered. To avoid all doubt this includes time taken for assessments, including "resits" where applicable.

Fares and Travel for attendance at college

An apprentice will be entitled to receive the daily fares and travel where they attend college as set out in Appendix 1 .

Training costs

(a) An apprentice attending technical colleges, schools, registered training organisations or TAFE must be reimbursed by the employer, within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the registered training organisation commencing the training, whichever is the later, unless there is unsatisfactory progress:

(i) all fees paid by the apprentice less any amount paid to the apprentice for reimbursement of these fees by a government; and

(ii) any costs associated with prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an Employee in connection with training specified in, or associated with, the training contract;

(b) Direct payment of the fees and textbooks, within six months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement set out in clause 4.2.9(a) above.

Other Apprentice related matters

Where not contained in this agreement, other Apprentice matters including training, allowances and termination will be dealt with the relevant State legislation and Orders.

105. SECTION T - SALARY SACRIFICE

Upon written request by the Employee, the Company will provide salary sacrifice arrangements to Employees provided the salary sacrifice instruction is and remains lawful under legislation, is

consistent with the requirements of the Australian Taxation Office and is limited to additional Employee contributions into superannuation and or income protection insurance to top up or increase benefit levels. All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

An Employee may request in writing a maximum of two variations to their salary sacrifice arrangements per year. These variations will be effective from the next contributing month. These contributions can be terminated immediately by the written request of the Employee.

106. SECTION U - HIGHER AMOUNTS

This Agreement does not have effect to reduce any higher amount paid to an Employee of this Company employed directly before its commencement date. However, that higher amount will not be increased during the life of this Agreement until the equivalent Agreement condition exceeds that amount. From that time, the provision of this Agreement will apply to the exclusion of the earlier higher amount.

107. SECTION V – WORK IN RAIN

Where extenuating circumstances deem it necessary for Employees to work in the rain, suitable waterproof clothing will be supplied by the Employer to the Employees who are required to work in the rain.

Notwithstanding the foregoing, an Employee required to work in the rain will be paid double the rates prescribed in this agreement, for all work performed in the rain and such payment will continue until they cease work.

108. SECTION W – ADDITIONAL ANNUAL LEAVE PROVISIONS

ANNUAL LEAVE

Entitlement

(a) For each year of service with his or her employer, an Employee is entitled to annual leave, for a period equal to 4 weeks for each period of 12 months' Service (less the period of leave) with the Employer and Employees employed as Shift Workers will be entitled to not less than 5 weeks for each period of 12 months' Service (less the period of leave). Provided that, for the purposes of the additional week of annual leave and for the purposes of the NES, a shift worker is a seven-day shift worker who is regularly rostered to work on Sundays and public holidays.

(b) An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

(c) The annual leave prescribed by this clause will be exclusive of any of the holidays prescribed by clause 6.6 (Public holidays) of this Agreement. If a public holiday falls within an Employee's period of annual leave and is observed on a day, which for that Employee would have been an ordinary working day, there will be added to the period of annual leave, time equivalent to the ordinary time which the Employee would have worked, if such day had not been a holiday.

Payment for annual leave

(a) Before going on leave an Employee will be paid the amount of wages they would have received in respect of ordinary time they would have worked had they not been on leave during the relevant period (this includes any applicable shift penalty for shiftworkers).

(b) For the purpose of clause 6.1 wages payable for annual leave will be calculated by including the following, where applicable:

(iii) Subject to clause 6.1.10, the rate prescribed for the classification in which the Employee was employed immediately prior to the commencement of their leave.

(iv) Any penalties or allowances prescribed for work in ordinary time by clause 5.5 (Shift Work) according to the Employee's roster or projected roster including Saturday and Sunday shifts and

(v) Any other rate to which the Employee is entitled in accordance with their contract of employment for ordinary hours of work, provided that this provision will not operate so as to include any payment which is of a similar nature to, or is paid for the same reasons as, or is paid in lieu of these payments prescribed by clause 7.2 (Travelling Time and Fares) and clause 5.4 (Overtime) nor any payment to the Employee for reimbursement for expenses incurred.

Annual leave loading

(a) During a period of annual leave an Employee will receive leave loading calculated on the wages they would have received, in respect of the ordinary time they would have worked, prior to the commencement of their leave or the termination of their employment.

(b) The loading will be 17.5% of the wages as prescribed in clause 6.1.2.

(c) Provided that where the Employee would have received shift loadings prescribed by clause 4.4 (Shift Work), had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5%, then the shift loadings will be added to the rate of wages prescribed by clause 6.1.2 in lieu of the 17.5% loading.

(d) Provided further that if the shift loading would have entitled them to a lesser amount, than the loading of 17.5%, then such loading of 17.5% will be added to the rate of wage prescribed by clause 6.1.2 in lieu of the shift loadings.

Employment during leave

An Employee will not offer their services to any other Employer during the period they are on paid annual leave and the Employer will not engage an Employee who is on paid annual leave.

Payment in lieu of annual leave

Except as specially provided, payment will not be made or accepted in lieu of annual leave.

Leave to be taken

Annual leave will be taken, at a time mutually agreed upon by the Employer and Employee.

An Employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shift worker).

If an Employer has genuinely tried to reach agreement with an Employee but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

However, a direction by the Employer under this clause:

(i) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under this clause or otherwise agreed by the employer and employee) are taken into account; and

(ii) must not require the employee to take any period of paid annual leave of less than one week; and

(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

Calculation of service with the Employer

(a) Service, for the purposes of calculating annual leave, is defined under the Act.

(b) The period of annual leave will be calculated to the nearest day; any broken part of a day in the result not exceeding half a day is to be disregarded.

Leave allowed before due time

(a) The Employer may allow an Employee to take annual leave before the right to take it has accrued.

(b) Where annual leave or part thereof has been granted before the right to take it has accrued and the Employee subsequently leaves or is discharged from the Service of the Employer before completing the 12 months continuous Service in respect of which the leave was granted; Employee the Employee is required to repay that leave.

Payment for Annual leave and Proportionate Annual Leave on termination

(a) In addition to any other payment/s owing to an Employee upon termination, resignation or redundancy pursuant to this Agreement or otherwise, the Employer must pay an Employee:

(i) for any annual leave not taken in accordance with the provisions of this agreement; and

(ii) in relation to any public holidays that fall during the 10 days immediately following the termination/resignation/redundancy as though the Employee worked ordinary hours on those days.

(b) The rate of pay applicable to all payment/s owing to an Employee upon termination, resignation or redundancy (including but not limited to payment pursuant to the clause above is the highest rate of pay paid to the Employee during the 3 months prior to their

termination/resignation/redundancy (including any shift penalties applicable to shift workers).

109. SECTION X - WORKING AWAY FROM HOME

General

The Employer may require Employees to work away from their homes in order to fulfil the varying contracts the Employer has. In all cases, Employees will be given a minimum of one (1) week's notice before such work away can commence, notwithstanding this however, shorter notice periods may be mutually agreed between Employees and the Employer.

Employees will not be entitled to claim working away from home provisions unless they are working outside ninety (90) Kilometres (direct route via road) of their depot and required to be away from their normal home-base for periods of one (1) overnight absence or longer, unless otherwise mutually agreed.

The Company will on occasion source labour resources that reside local to a project site. In these circumstances the post office of the closest commercially available accommodation will become the nominal place of work for the purposes of the employment arrangement and that arrangement will become a fixed term/specified task arrangement for the duration of the specific project. As such, in these circumstances the Working Away from Home provisions of this Agreement will not apply.

If at the conclusion of the project, "Company" wish to offer the local resource full-time, permanent employment, the nominal place of work will become the relevant the Employer depot for the purposes of the employment arrangement. These details will be included in the relevant Employee's appointment letter.

Whilst Employees are required to work away from their home-base there will be reasonable private use of company vehicles to ensure mobility in the varying work locations. Where private use is not possible, Employees will be provided with taxi vouchers for reasonable travel use whilst working away.

Employees who are required to work away from their normal home-base for periods of one (1) overnight absence or longer, will do so in accordance with the terms and conditions as follows:

There are three (3) options available under this provision. Option 3 is the preferred option and Employees (inclusive of Apprentices attending block release) may, by mutual agreement with the Employer, elect one the following options. If agreement is not reached, the Employee must not be forced to work away from home. Once a mutually agreed option has been selected, it will remain for the period of the project being worked unless otherwise mutually agreed.

- **Option 1.** Employer pays all accommodation, meals & OPE
- **Option 2.** The Employer is to provide accommodation and a meal allowance of $ 97.10 and OPE of $ 18.70 per day. On the first day of travel, the Employer will provide meals, or where the Employee elects, will provide $ 97.10. On the final day where the Employee is travelling back to home base, the Employer will pay for any meals required on the following basis:
    - Breakfast $ 22.70
    - Lunch $ 25.95
    - Dinner $ 44.75

- **Option 2 (Isolated and Remote Areas).** In isolated and remote areas where commercial accommodation is not readily available and alternative accommodation is provided or arranged, the Employer will provide accommodation and a meal allowance of $ 103.30 and OPE of $18.70 per day. On the first day of travel, the Employer will provide meals, or where the Employee elects, will provide $ 103.30. On the final day where the Employee is travelling back to home base, the Employer will pay for any meals required on the following basis:
    - Breakfast $ 26.15
    - Lunch $ 29.05
    - Dinner $ 48.10

Where the employer provides accommodation, it must comply with the minimum standard set out in the Code of Practice issued by Workplace Health and Safety Queensland “Managing the Work Environment and Facilities: Code of Practice 2021”.

With each meal allowance breakdown in mind, an Employee will make a claim with strict regard for the time that they return to the nominated place of employment in accordance with the following guidelines:

(i) If an Employee returns to their nominated place of employment prior to their normal lunch time, they are entitled to claim the breakfast component only,

(ii) If an Employee returns to their nominated place of employment after their normal lunch time, they are entitled to claim the breakfast and lunch component only,

(iii) If an Employee returns to their nominated place of employment one (1) hour after their normal ceasing time, they are entitled to claim the full meal entitlement, and

(iv) If an Employee is approved to drive from a project site to home base, they will be managed with these rules in mind on a case by case basis.

In addition, a daily Supplementary Accommodation Allowance (SAA) may also be paid under the conditions specified in clause 7.1.2 of this Agreement.

- **Option 3.**

At the Employee’s discretion, Employees may elect to receive the following payments to cover both accommodation and meals on a nightly basis.

In accordance with the terms and conditions as follows (based on the Australian Tax Office determination No TD 2014/19 or as amended each Tax year.)

Based on Tier 2 Country Centres			
Accommodation	**Food and drink**	**Incidentals**	**Total**
$ 132	B’Fast $ 22.70 Lunch $ 25.95	$ 18.70	$ 244.10

	Dinner $ 44.75		

The above rates will be adjusted in accordance with the relevant taxation determination in July each year. In accordance with the ATO guidelines Employees required to stay in "High" cost country areas the above amounts will be amended in accordance with Table 4 of the ATO Determination.

Similarly, Employees required to stay in major cities will be paid in accordance with Table 1 of the ATO Determination.

The above rates may be paid in advance if requested by the Employee. Access to this payment in advance option will only be authorised if the relevant Employees agree to allow the Employer to automatically reclaim any portion of the advance allowance payment out of the Employee's pay (from the next scheduled pay day) in circumstances where overpayments are made.

Supplementary Accommodation Allowance (SAA)

Supplementary accommodation allowance as shown in the table below will be paid for each overnight absence. The supplementary allowance will be indexed and adjusted annually by the percentage of the wage adjustments to base salary rates as specified in the salary schedule of this Agreement.

Employees will be entitled to claim SAA under any one of the following circumstances:

- For all options other than Option 3 where the Employee is required to prepare or supply meals and maintain their accommodation facilities when working in remote or isolated regions where serviced commercial accommodation is not available or provided.
- When Employees are placed in accommodation where the Employer's recommended accommodation standard could not be provided and the length of stay is for two (2) or more overnight absences.
- When Employees are placed into accommodation on a twin share basis for each overnight absence.

Payment for SAA will be as follows:

From 1 July, 2023	From 1 July, 2024	From 1 July, 2025	From 1 July, 2026	From 1 July, 2027
$19.50	$20.48	$ 21.50	$ 22.57	$23.70

Commercial Accommodation means hotel/motel style accommodation.

Non-Commercial Accommodation may include accommodation such as workers barracks, shearer's quarters, non-serviced caravan parks.

Remote or Isolated Regions means high cost rural and remote country areas such as Torres Straits, Far Western Queensland and the Gulf.

Maintenance of Standards

For all options other than option 3, should either party believe that the standard of accommodation/living is being compromised, it will immediately refer back through the dispute settlement procedure contained in Clause 2.1 of this Agreement. In an instance where this occurs, Option 1 will be provided until such time as the matter has been resolved.

Taxation Issues

The Employer will meet the costs of any Fringe Benefits Tax (FBT) that is applicable in respect of any allowances described in this clause.

Where Employees elect to take the meal allowances in lieu of having meals provided, the recommended maximum time worked away without return to home is three (3) weeks. Any period longer than three (3) weeks away without returning home may attract the applicable FBT payments in accordance with ATO guidelines for travelling allowances on which meal allowances are based. In addition, the Employees may have these working away from home allowances identified in their Group Certificate in terms of Reportable Fringe Benefits measures.

Period Away From Home

Employees will not normally be required to work away from home for more than three (3) consecutive weeks without returning home. Notwithstanding that, the Employees and management may mutually agree to shorter or longer periods, in accordance with the provisions set out in clause 1.5 of this Agreement.

The Employer's Employees when working away from home for continuous periods exceeding one week, may return to their home base on weekends prior to completion of the scheduled work. Any such arrangements will be by mutual agreement between the Employee and relevant supervisor and any travel will be in the Employee's own time and cost.

Accommodation

The preferred standard of suitable accommodation is a well maintained, air-conditioned single motel style room with radio/television and ensuite bath/shower and toilet facilities with access to a refrigerator for the storage of Employee's food and beverages.

In order to assist Employees with sourcing accommodation, the Employer will provide relevant Employees with a list of accommodation choices prior to the commencement of work in a new location.

Meals

Where the Employer provides meals, they will be of a suitable choice, quality and quantity to meet the varying tastes and nutritional needs of Employees. Meal allowances may be paid to Employees in advance of travel, by submitting a timesheet prior to close of the pay period (prior to travel) to allow for normal processing of this allowance payment by Payroll Services.

Telephone

For option 1 and 2 reasonable telephone expenses, or reasonable use of company phones will apply but may be restricted to off-peak call times to minimise costs. If an Employee elects Option 3, this option covers all telephone expenses.

Laundry

Under the prescribed circumstances below, Employees required to work away for continuous periods greater than three (3) days without return travel home, laundry services will be arranged. This will apply for working away from home Options 1 and 2 but will not apply for those Employees in receipt of the Option 3 provisions.

Start & Finish Point

Where a local depot has not been established, the recognised start and finish point for workers working away will be in accordance with Clause 2.9, ie. will be no more than 30 minutes from their accommodation. The closest commercially available accommodation is the centre that has accommodation facilities available for overnight and/or short/medium/long term rent.

Any other accommodation arrangements other than the above must comply with the relevant fatigue management policy.

Travel between the start and finish point

Employees that are required to travel between their accommodation and the project site that is in excess of 30 minutes, may claim travel time in accordance with the travel time provision within this Agreement.

Travel to and from the project site

Where the Employer has a number of depots located within Queensland. On employment an Employee will have a depot or worksite nominated as their place of employment. In terms of travel to and from project sites, the Employer has a responsibility to facilitate travel for the Employee between the project site and the nominated place of employment.

The following rules apply with regard to claiming travel associated with the Employer facilitated travel to and from the project site:

Air Travel – Queensland (Place of Employment) Airport to the worksite

The following rules apply for time spent travelling from a Queensland (Place of Employment) Airport to the worksite:

- Employee may claim time spent travelling from their place of employment to the airport prior to the scheduled time of departure, and
- Employee may claim any delays in flight times, and
- Employee may claim time of flight, and
- Employee may claim time spent travelling from flight arrival to the post office at the recognised closest commercially available accommodation location (or equivalent).

Air Travel - Worksite to Queensland (Place of Employment) Airport

The following rules apply for time spent travelling between the worksite and a Queensland (Place of Employment) Airport:

- Employee may claim time spend travelling at the appropriate rate between the post office at the recognised closest commercially available accommodation to the worksite (or equivalent) and the airport prior to the scheduled time of flight, and

- Employee may claim any delays in flight times, and
- Employee may claim time of flight.

Air Travel - Costs associated with travel to and from the place of employment and the Airport

Costs associated with travelling between a place of employment and the Airport is impacted by the location of each "Company" Depot within Queensland. Employee's will make their own way to and from the airport and as such are entitled to claim reimbursement of all associated costs upon presentation of receipts.

Travel other than air travel:

Any alternate travel to enable an Employee to work away from home other than air travel must be approved by the relevant Manager.

If approved, the Employee will only claim up to the equivalent cost of a standard fully flexible return economy airfare as obtained through the Employer travel provider if air travel was to be booked for the Employee under normal circumstances.

Overseas Work

Employees may be requested by the Employer to travel overseas on business. While working overseas Employees will where possible, be entitled to the same standard of accommodation and meals as would be provided by the Employer in Australia.

The Employer will reimburse the Employee for all business related expenses incurred and provide the Employee with a corporate credit card, traveller's cheques, cash or other suitable form of recompense.

The Employer will reimburse the Employee for actual expenses incurred for laundry, airport taxes, tips (where customary in the country), and transport to and from airports and work places.

The Employer will arrange all necessary visas, allow the Employee paid time to obtain a passport and to obtain any immunisations required prior to departure at no cost to the Employee.

Where workers compensation does not apply because of the work or work location, the Employer will arrange for and pay the premiums for personal accident insurance to cover the Employee. The Employer will ensure that the Employee will not be disadvantaged in terms of any accident benefit that would normally be available under Queensland Work Cover legislation.

The Employer will compensate the Employee for any financial loss directly incurred as a result of the Employee working overseas. Employees will therefore be recompensed for financial loss arising from, but not limited to, currency exchange variations, cost of living differences between Australia and the country in which the work is being performed, reasonable telephone calls to Australia and personal taxation adjustments.

Where an Employee who is working overseas for such an extended period that the Employee is no longer required to pay Australian taxes, and/or is required to pay tax at a rate lower than what would normally apply had the Employee been working in Australia, the Employee will be entitled to the benefit by way of any reduction in taxation. If the Employee is required to pay tax at a higher rate than what the Employee would have been required to pay when working in Australia, the Employer will, in addition to the Employee's usual wages, pay the additional tax on behalf of the Employee.

The Employer will prior to the Employee's departure, provide any current advice, which may have been issued by the Department of Foreign Affairs concerning the country in which the Employee is to

work. The Employer will also provide other information, which is in the Employer's possession, which may better apprise the Employee of specific legal and or cultural issues, which are particular to the country in which work is to be performed.

The Employer may instigate additional arrangements as may be agreed on an individual basis.

110. SECTION Y - TRAVELLING TIME AND FARES

Where an Employee starts and finishes work on a worksite rather than the Company's office or workshop, they will receive compensation for the average extra travelling time and average extra fares incurred.

- If the worksite is within 50 km of either the Company's office or the Employee's place of residence (or place of overnight accommodation if Living Away from Home), they will receive the fares and travel allowances as set out in Appendix 1.
- If the worksite is in excess of 50 km from both the Company's office and the Employee's place of residence (or place of overnight accommodation if Living Away from Home), they will receive the fares and travel allowances as set out in Appendix 1. plus ordinary time for excess travel undertaken in their own time beyond the 50 km radius from their place of residence (or overnight accommodation) as determined by "Whereis " website.
- Where the Employer is considering changing the location used as the base for calculating fares and travel, they will apply the provisions of Clause 2.4 (Consultation).
- The above allowances do not apply if the Employee starts and finishes work at the Company's office or Workshop. In this regard a construction site is not deemed to be the Employer's office or Workshop even if the Employer has no offices in the State.
- The fares allowances above do not apply where the Employer provides suitable transport or vehicle.

Where an Employee is required by the Employer to travel to any other job, site or place of work during the course of their employment, they will be paid all fares necessarily incurred. All time spent on such travel will be regarded as time worked and paid at the appropriate rate:

Provided that where an Employee agrees to use their own vehicle in the Employer's interest they will be paid the amount of $ 0.60 / km in lieu of fares.

111. SECTION Z – SUPPLY OF WORKWEAR

In order to assist Employees with workwear expenses, the Company must provide Employees with workwear, as provided below.

The Employer shall provide one (1) pair of safety boots upon commencement and annually thereafter (if the Employee buys such boots, the Employer will reimburse the Employee up to $225.00 upon producing of a purchase receipt).

Employees must be issued with a minimum of five sets of workwear on commencement and annually thereafter they will be issued with a further five sets of workwear. Employees will also be issued with an appropriate jacket (100% cotton for electrical work), or jumper, by the end of March, or, where they commence employment after that, within 2 weeks of commencing employment. Between issues these items must be replaced on a fair wear and tear basis.

The issue will include a minimum of one pair of 100% cotton drill pants and one 100% cotton drill long sleeve shirt. The workwear will bear Company identification.

The parties agree that the workwear must be worn at all times during working hours only, and that all items will be kept clean and in good repair, to provide a uniformly neat and tidy company image.

Workwear must be worn as intended and Employees must not intentionally alter or remove sleeves from long sleeve shirts as the item has been issued for safety purposes.

The Employer will reimburse the Employee up to $400.00 for the cost of the Employee providing prescription spectacles and lenses. The Employer must be provided with the original receipt of purchase prior to reimbursement. The spectacles and lenses will be replaced on a fair wear and tear basis. However, lost or stolen spectacles must be replaced at the Employee's expense.

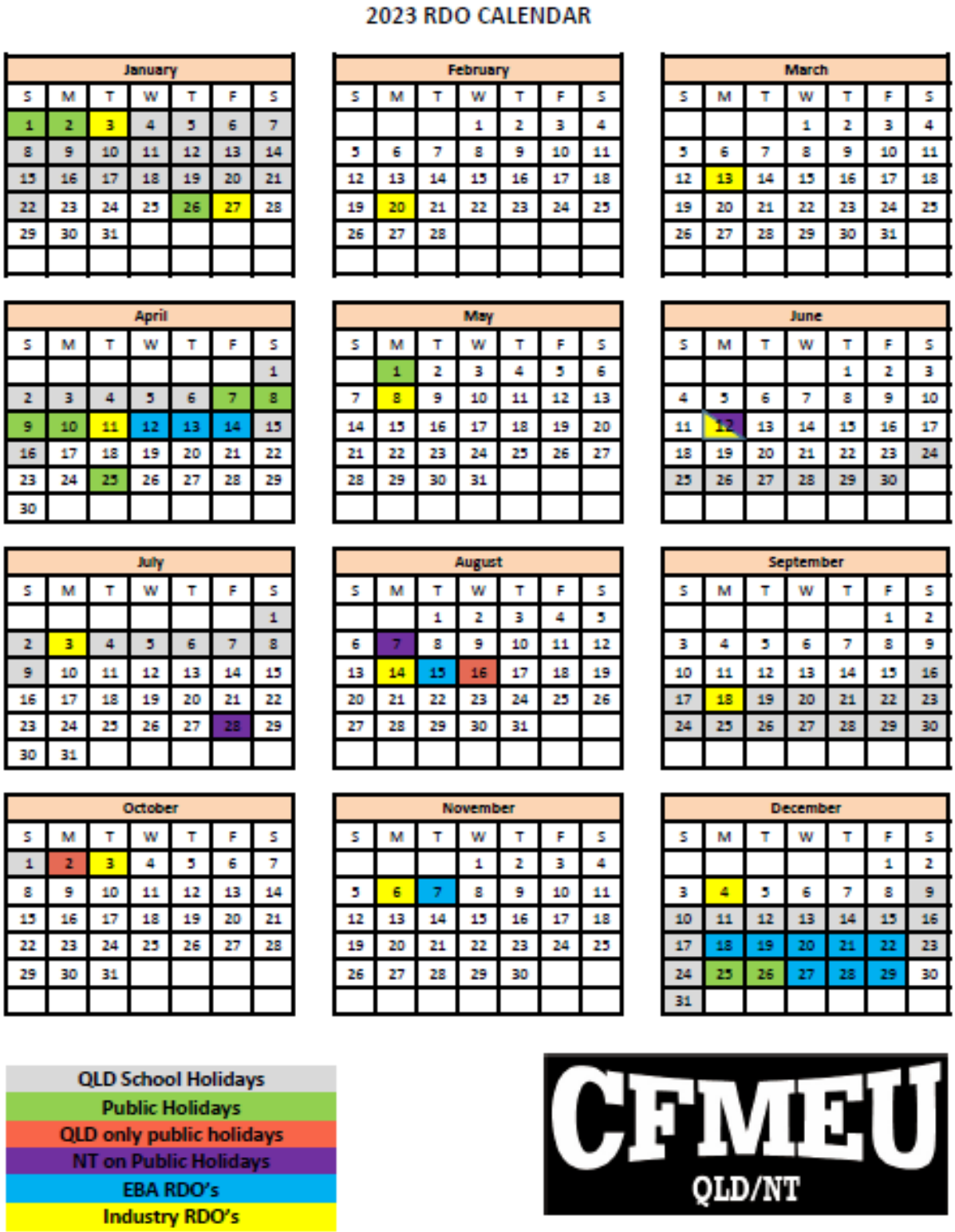
On commencement Employees must be supplied with safety footwear which meets the requirements of the *Workplace Health and Safety Act* and Regulations and which is of a reasonable standard of comfort.

These items will be replaced on a fair wear and tear basis.

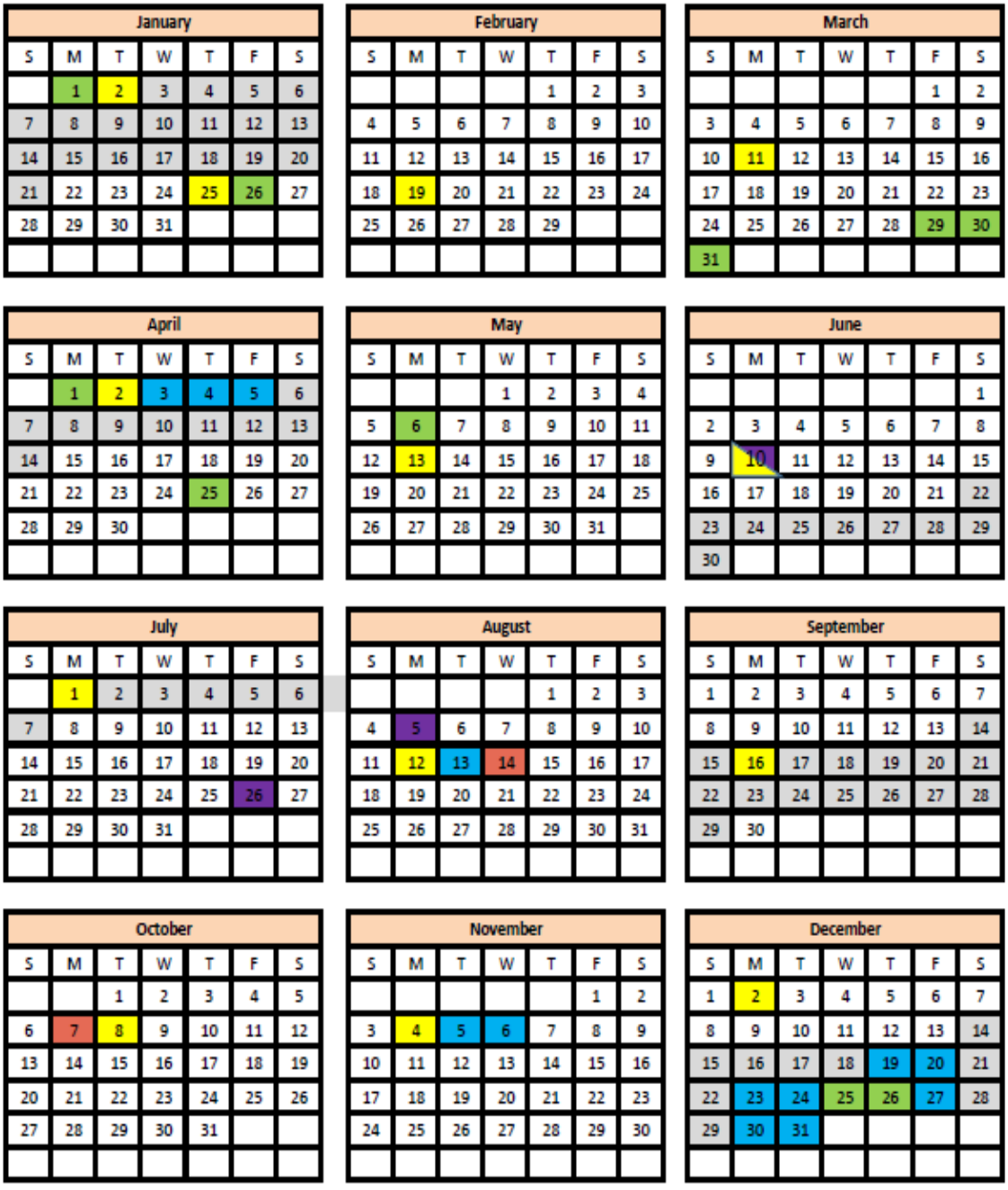
If an Employee determines that the type of footwear supplied by the Company is not suitable for his/her comfort and chooses to purchase more expensive footwear then the Employee will be reimbursed up to $200 for replacement safety footwear on a fair wear and tear basis, conditional upon return of the safety footwear to be replaced and providing the Company with the original receipt for purchase of the replacement set.

PART 5 - METAL AND ENGINEERING WORKERS

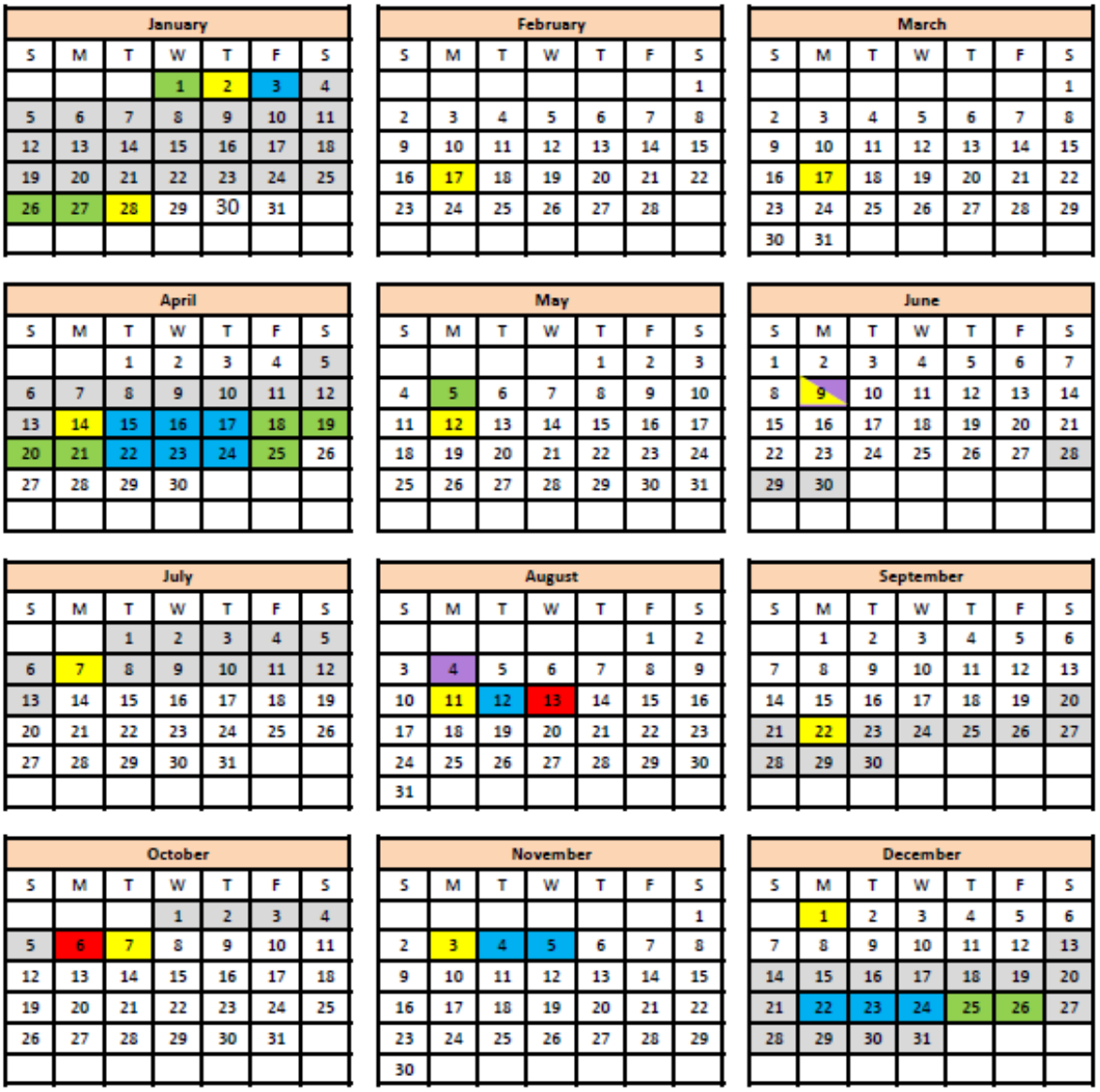
Appendix 1 - RDO Calendars



2024 RDO CALENDAR



2025 RDO CALENDAR



QLD School Holidays
Public Holidays
QLD only public holidays
NT on Public Holidays
EBA RDO's
Industry RDO's

CFMEU QLD/NT

Appendix 2 - Impairment Policy

112. PRINCIPLES

The health, wellbeing and safety of employees are of paramount importance to the employer, employees and their Unions. This policy is part of a broad work, health and safety (WHS) program to secure the highest level of health and safety in the workplace.

The policy adopts a WHS approach that involves identifying, assessing and controlling all workplace hazards, using the hierarchy of control, and then reviewing these controls to ensure ongoing improvements.

The focus of this policy is on the WHS risks associated with impairment and should be read in conjunction with other company policies concerning health and safety, particularly in relation to fatigue management, risk management and safe systems of work.

This policy has been compiled in a manner that is non-punitive and supportive of employees. This policy shall not be used in a discriminatory manner. Anti-Discrimination Law protects against discrimination on the basis of addiction and may also protect against discrimination on the basis of impairments caused by drug and alcohol addiction or use.

The policy and procedures adopt a peer based intervention approach based on fairness and equity for all employees.

113. SCOPE

This policy will apply to all employees (including managers and supervisors), contractors and labour hire staff. The policy applies to these groups at all times when they are engaged in company business, whether on or off site and when driving company vehicles.

114. STRUCTURE

The Impairment Policy is categorised in order with the intended implementation:

Training & Awareness

(a) Extensive research has shown training and awareness of impairment related issues provides the most effective means of behavioural change and encourages better decision making. The two types of training in accordance with this policy to do this are:

(i) Workplace Impairment Training (WIT) - all workers onsite will do this training;

(ii) Preliminary Impairment Assessment (PIA) - HSRs, delegates and the PC's safety staff will undertake this training.

Testing

Testing for drugs and alcohol is used to support and measure the results of the education and awareness program.

Support Services

Rehabilitation, counselling and EAP's. Support is strictly non- punitive and can be accessed at any time (self-identification of the need for help is strongly encouraged).

115. OBJECTIVES

The objectives of this policy are as follows:

(a) To provide a safe and healthy working environment for all workers;

(b) To work collaboratively in the implementation and co-ordination of this policy with employees, employers and their elected representatives to achieve the objectives of this policy;

(c) To eliminate and control risks which may lead to impairment affecting health and safety in the workplace;

(d) To ensure that there is a mechanism for managing impairment at work that is transparent, objective and in accordance with the purpose of this policy;

(e) To ensure that all persons are provided with adequate information and education on the health and safety issues surrounding impairment, and on the operation of this policy;

(f) To ensure that employees have access to rehabilitation, support and counselling of their choice on a voluntary basis that is independent, professional and confidential, without jeopardising their employment;

(g) To ensure confidentiality of information concerning the application of this policy to a worker is maintained.

116. RESPONSIBILITIES

The employer shall:

(a) Provide a work environment that is safe and without risks to health and safety;

(b) Provide information about the testing requirements to all existing employees, contractors and labour hire staff and to all new staff at the point of induction;

(c) Ensure that this policy is implemented fairly and equitably across all sections of the workforce;

(d) Comply with the four policy implementation steps outlined below;

(e) Have adequate resources (e.g., a room that allows for confidential impairment assessments to be discussed, if necessary, suitable transport to safely remove impaired employees from the workplace to be able to meet the objectives of this policy.

Employees shall:

(a) Co-operate reasonably with the employer in the implementation of this policy;

(b) If any employee reasonably believes that any person on the site may be a health and safety risk to themselves or others they should inform their employer and their relevant Preliminary Impairment Assessor (PIA) of this belief;

(c) Not possess, consume, or be under the influence of, alcohol or other drugs while working;

(d) Ensure that they do not work, if they believe that they may be impaired;

(e) Consult their doctor or pharmacist about possible side effects of using prescribed or over-the-counter medication;

(f) Inform their employer and their Preliminary Impairment Assessor (PIA) if they have been made aware by their treating doctor or pharmacist of possible impairment as a side effect of medication, or if they feel impaired by medication.

117. POLICY IMPLEMENTATION WILL INVOLVE THE FOLLOWING STEPS.

PC/Employer and Union shall agree on a policy start date.

Engagement of an agreed training and rehabilitation/treatment service providers.

Provision of on-going Workplace Impairment Training (WIT) and Preliminary Impairment Assessors training (PIA).

Ongoing promotion of this policy

A purpose of the policy and procedure is to provide protocols and procedures for workplace alcohol and other drug testing that are evidence-based, consistent with best practice, comply with relevant Australian Standards, and contribute to workplace safety and worker wellbeing.

The following drug and alcohol testing programs will be adopted:

(a) Self-testing;

(b) Random Shift testing;

(c) For-cause testing;

(d) Post-incident testing;

(e) Reasonable concern testing;

(f) Testing of Minors.

Any employee who is assessed as being impaired shall be advised to contact the rehabilitation/treatment provider.

The employee will be permitted to access personal leave in the first instance and then take accrued personal leave entitlements for the period of time they are accessing the treatment provider.

With the endorsement/acceptance of the Impairment Policy the Principle Contractor (PC) will undertake to not pass the implementation and cost of drug and alcohol testing to its subcontractors.

It will also ensure compliance with this policy as follows:

(a) Subcontractors will be contractually required to comply with this procedure as a condition of contract/EBA;

(b) All direct employees of the PC as a condition of their employment must agree to adhere to the terms and conditions of the impairment policy.

Notwithstanding anything else contained in the policy, the costs of all testing contained within this policy shall be borne by the PC unless otherwise specified in this document.

118. DEFINITION OF A WORKER

Anyone who carries out work for a Person Conducting a Business or Undertaking, such as:

(a) an employee (either salaried or wages);

(b) a contractor or subcontractor;

(c) an employee of a contractor or subcontractor;

(d) an employee of a labour hire company;

(e) an apprentice or trainee;

(f) a student gaining work experience;

(g) an outworker;

(h) a volunteer;

(i) a visitor to a workplace.

119. TRAINING

The training provider shall be the Workplace Impairment Officer or other agreed provider between the Union and the PC/employer. Impairment awareness training sessions will be delivered to all workers (including principle contractor workers), sub-contractors and labour hire workers at least once every two years.

In addition to the below training course outlines, principal contractors will be required to develop a site specific information session to be delivered as part of the site induction outlining their Drug and Alcohol testing procedures for the site.

The below requirements will be audited on an annual basis. Requirements for an approved training provider:

(a) Must have previous experience delivering Workplace Impairment Training;

(b) Must consult with professional organisations to develop all training courses;

(c) Must be able to demonstrate a continuous improvement plan for each training course.

Trainers must have the following qualifications:

(a) Cert IV in WHS;

(b) Cert IV in Training and Assessing (TAE);

(c) Nationally Accredited Course in On-Site Drug and Alcohol Testing;

All training must be delivered Face to Face (F2F).

Workplace Impairment Training (WIT)

(a) WIT course must be a minimum of (2) hours in length and must cover the following topics:

(i) Australian Workplace Health and Safety construction statistics;

(ii) Overview of the Workplace Health and Safety Act, state specific;

(iii) Mental Health - discussing at length stress, anxiety and depression;

(iv) Fatigue - overview of causes and coping mechanisms;

(v) Illness and Injury - management of illness and injury, legal requirements and rehabilitation process;

(vi) Chemicals, Heat, Cold, and Noise and their abilities to cause impairment at work;

(vii) Legal/Illegal Drugs and Alcohol - statistics on current usage, potential negative consequences to the workplace, workplace deaths and accidents associated with drug and alcohol use;

(viii) Harm related to drug and alcohol use;

(ix) Understanding what is a standard drink and how long this will stay in your system;

(x) Detection rates for illegal drugs;

(xi) Administering self-alcohol and drug tests;

(xii) Information about EAP and the services they offer.

Preliminary Impairment Assessor (PIA)

(a) PIA training must be a minimum of (4) hours in length and must cover the following topics:

(i) Understanding the signs of impairment;

(ii) Conflict resolution;

(iii) Skills to conduct an impairment Assessment;

(iv) Overview of what a PIA is;

(v) What are possible impairment factors;

(vi) Causes and symptoms of impairment;

(vii) Investigative skills.

(a) Training is not to be conducted in a lunchroom, unless there are multiple lunchrooms on site and:

(i) the training session will not interfere with workers wanting to use the room for smoko or lunch; or

(ii) the training session will not be interfered with by workers wanting to use the room in general.

No worker can be tested for drugs and/or alcohol unless they have been trained in this policy.

120. TESTING METHODS

Alcohol Testing Method

Alcohol testing must only be done by use of an Accredited Breath Test device. The device must be calibrated and meet the minimum requirements of AS3547.

Drug Testing Method

Drug testing may only be performed by oral fluid testing;

The equipment used to perform the test shall be used, tested and calibrated to the manufacturer's instructions and certified to AS 4760 (Process for specimen collection and the detection and quantitation of drug in oral fluid);

(a) The drug testing shall be conducted by an accredited person, following all of the chain of custody provisions;

(b) The test must be performed in accordance with AS 4760 (Procedures for specimen collection and the detection and quantitation of drugs in oral fluid).

As part of this policy with regards to Drug and Alcohol testing the following substances must be tested for:

(a) Alcohol;

(b) Opiates;

(c) THC;

(d) Cocaine;

(e) Benzodiazepines;

(f) Amphetamine; and

(g) Methamphetamine

121. TESTING PROVIDER

Must be NATA Accredited.

Must have accreditation AS4760:2006 Procedures for specimen collection and the detection and quantitation of drug abuse in oral fluid.

Must be agreed upon by the PC/Employer and the Union.

Minimum standards that the testing company must meet are as follows:

(a) competent and trained staff;

(b) appropriate equipment and instruments;

(c) proper management and storage of test kits and reagents;

(d) secure and controlled storage and management of samples;

(e) comprehensive record keeping; and

(f) clear and precise reporting.

Before the Authorised Testing Agent is engaged to be the sample collector for the principle contractor all relevant stakeholders must be engaged to make sure there is no conflict of interest and that they are totally independent. If a conflict of interest exists, or should arise, the Authorised Testing Agent must report it immediately.

122. ROOM REQUIREMENTS

Each workplace shall have a room nominated for use to undertake drug and alcohol testing consistent with this procedure. This room will not normally be the first aid room at a workplace unless a workplace has multiple first aid rooms and the use of a first aid room for the purpose of drug and alcohol testing will not affect the ability of the workplace to respond to a first aid incident.

The room selected for use must so far as reasonably practicable:

(a) Provide privacy for the Worker being tested including but not limited to:

  (i) Have a closing door;

  (ii) Not allow for casual visual observation of the testing process by other Workers external to the room e.g. through glass windows;

  (iii) Not allow conversations to be casually overheard by other workers;

(b) Be clean and hygienic;

(c) Be free from interruption whilst testing is being undertaken;

(d) Include discrete entry and exit.

123. TESTING REQUIREMENTS -

Workplaces

On workplaces where the value of the Commonwealth's contribution to the project that includes the building work is at least $5,000,000, and represents at least 50% of the total construction project value or the Commonwealth's contribution to the project that includes the building work is at least $10,000,000 (irrespective of its proportion of the total construction project value) the following minimum testing requirements must be adhered to.

Alcohol - on the day of testing all workers onsite shall be required to submit a breath sample i.e. blanket testing.

Drugs -As a minimum, frequent periodic testing (at least once per month where required by law, at intervals required by the client or by mutual agreement by the PC/employer and the Union) of the workforce (both construction Workers and site office Workers) will be as follows:

(a) where there are less than 30 Workers at a workplace – at least 10% of the workforce;

(b) where there are 30 to 100 Workers at a workplace – a minimum of 5 Workers; and

(c) where there are greater than 100 Workers at a workplace – a minimum of 10 Workers;

(d) The frequency of testing and the number of workers selected shall be increased in line with the escalation below where test results meet the criteria indicated:

Number of Workers	Criteria	Action
Less than 30 workers at a workplace	Confirmed positive results in 2 consecutive tests at the same workplace	Testing of 20% of workforce
30-100 workers at a workplace	Confirmed positive results for 3 or more workers in 2 consecutive testing rounds at the same workplace	Testing of 10 workers
Greater than 100 workers	Confirmed positive results for 6 or more workers in 2 consecutive testing rounds at the same workplace	Testing of 20 workers

The increased testing requirements shall continue until no Confirmed Positive test results are recorded for 2 consecutive testing periods.

Other jobs

On jobsites/workplaces where there is no Commonwealth contribution testing frequency will be agreed upon by mutual consent by the PC/Employer and the Union. Testing requirements will remain the same for all jobsites.

124. PRESCRIBED MEDICATIONS

Workers that are taking Prescribed Drugs or Pharmacy Only Drugs that they believe could register a positive test result should inform the Authorised Testing Agent prior to undergoing any requested test

If a Worker fails to declare that they are taking Prescribed Drugs or Pharmacy Only Drugs before being tested and they record a Non-Negative Result Initial Test result, a post test declaration will not be considered relevant to the result and the Worker will be excluded from duty for the remainder of the shift, subject to a Confirmatory Test.

Workers who record a Non-Negative Result Initial Test result will be excluded from their work duties and the workplace until a Confirmatory Test result has been received.

If that confirmatory result is a Positive Result Confirmatory Test, then:

(a) The terms and conditions of the applicable industrial agreement shall be observed in relation to consultation and consequence management action.

When a confirmatory test result is negative or the result recorded is less than the target level or is consistent with a level expected from therapeutic use of a Prescribed Drug or Pharmacy Only Drug, which was advised by the Worker, then the test result shall be considered a Negative Result Initial Test for the purpose of any consequence management action

Where a Worker is excluded from the workplace as a result of a Non-Negative Result Initial Test for Drugs and the confirmatory test is positive for a Pharmacy Only or Prescription Drug, the following factors would normally be considered in deciding when it is appropriate to allow a worker to return to the workplace and/or return to normal duties:

(a) Whether the worker declared the medication during the pre-test interview with the Designated Collector or Authorised Testing Agent;

(b) The level of the medication detected is consistent with therapeutic use;

(c) Written advice from the worker's doctor advising that the medication is required to treat a medical condition; and

(d) The medication will not affect the worker's ability to perform the inherent requirements of their job - i.e. they are fit for work.

125. SPECIAL CIRCUMSTANCES FOR PRESCRIPTION MEDICATION

A Worker participating in a treatment plan for a medical condition, managed by a Registered Medical Practitioner and involving a Prescribed Drug/Only Drug could result in a Non-Negative Result Initial Test if they are selected for Drug and Alcohol testing.

If in the above circumstance a Non-Negative Result Initial Test occurs, and provided that the Worker has:

(a) Declared their use of the Prescribed Drug/Pharmacy Only Drug in a letter less than 12 months old from a registered medical practitioner before the commencement of testing; and

(b) Declared their use of the Prescribed Drug/Pharmacy Only Drug to the Authorised Testing Agent or Designated Collector before the commencement of testing;

(c) Then the Non-Negative Result Initial Test result shall be recorded at the workplace and a second sample of oral fluid shall be taken and sent for confirmatory testing. The worker shall be allowed to remain at work but must be precluded from high risk construction work activity until the result of the confirmatory test is known.

Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are consistent with that prescribed by the prescribed medical practitioner, then a Negative Result shall be recorded and no results retained.

Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are not consistent with that prescribed by the Registered Medical Practitioner or another drug(s) type is recorded then a positive result confirmatory test shall be recorded.

Where the Worker has not provided both declarations contained within this part then the Worker shall be excluded from the workplace until the results of the confirmatory test are known.

126. TESTING RESULTS

Alcohol

(a) A worker who returns a negative alcohol test will be allowed to return to work with no record of the test kept. A worker who returns a positive result for alcohol (above 0.00mg/ml) will be deemed not fit work and will not be permitted to return to work;

(b) When a worker tests positive to alcohol in their system the workers blood alcohol concentration (BAC) may be decreasing or it may be increasing. In the interests of safety the Workers will be directed to remain within the testing vicinity and they will be re-tested no sooner than 60 minutes after the original test;

(c) If the second test result is 0.000% the test will be regarded as negative and the Worker may return to normal duties. A Positive Result Confirmatory Test will not be recorded in these circumstances;

(d) If the later confirmatory test indicates a BAC of greater than 0.000% a Positive Result Confirmatory Test will be recorded;

(e) Alcohol testing shall be carried out by an Authorised Testing Agent agreed upon by the PC/Employer and the Union. The following steps shall be undertaken:

(i) Details of the identity of the Worker to be tested shall be recorded including the workplace name, work area and their employer will be listed on a drug and alcohol testing record form by the independent Authorised Testing Agent:

(ii) Workers with a BAC of greater than zero (greater than 0.000%) shall discontinue any work activities and shall be directed to undertake a second test sixty (60) minutes after the first test and the results recorded on a Drug and Alcohol Testing record Form by the independent Authorised Testing Agent:

(iii) Where the second test indicates a level greater than 0.00% BAC the Worker will be further excluded from work duties for the remainder of the shift;

(iv) Where a Worker is to be sent home using their own transport this shall only be permitted if the blood alcohol concentration test result is below that prescribed by applicable road transport legislation and has been determined as not rising for that Worker.

(v) Note: If the Worker's blood alcohol concentration result is greater than or equal to 0.05% BAC, all reasonable assistance is to be afforded to ensure an affected Worker can make their way from the Workplace to a safe location without harm (e.g. taxi, lift from a friend or Supervisor).

(vi) Contractors will be responsible for the management/arrangements for their employees in accordance with their own employment arrangements.

(vii) Any Worker that is excluded from work duties for the remainder of a shift or sent home, must, before commencing work for their next shift undertake an alcohol breath test prior to commencing that shift. If the results are negative (0.00mg/ml) the Worker shall be allowed to commence work. If the Worker returns a positive test they will not be allowed to commence work, hence page 12 of this document, 15.1 Alcohol- d) will apply.

Drugs

(a) A worker who returns a negative test will be allowed to return to work. A worker who returns a non-negative test result from their initial test (equal to or above the relevant cut-off levels of the substances referred to in AS 4760) will be deemed not fit for work and will not be allowed to return to work. (Benzodiazepine level to be provided by the prescribed testing laboratory);

(b) Drug testing will be administered by the collection and analysis of an oral fluids specimen (saliva). Before conducting a drug test, the process used by the independent Authorised Testing Agent must be explained to the Worker providing the saliva sample;

(c) Collecting and testing of saliva specimens shall be carried out by an Authorised Testing Agent, agreed upon by the PC/Employer and the Union, and confirmatory testing is to be carried out by a NATA accredited laboratory;

(d) A Confirmatory Test will be required where a Non Negative Result Initial Test is recorded at the initial test. The handling of specimens taken for confirmatory testing is detailed in the process used by the Authorised Testing Agent and must be completed to Australian Standards;

(e) Any worker attending the workplace under the influence of drugs or alcohol will be prohibited from entry. A worker returning to the workplace following their exclusion for a Positive Result Confirmatory test will be required to submit to a drug and alcohol test prior to commencing work and receive a Negative Result Initial Test for Drugs or Alcohol prior to commencing work.

127. FORMS OF TESTING

Self-Testing

(a) The PC/Employer shall be required to provide sufficient self-testing facilities for alcohol and/or drugs for up to 10% of the workforce;

(b) Where self-test facilities are made available voluntary or self-testing for alcohol will be available for Workers prior to presenting for work. A wall mounted breathalyser (optional) will be located in an area that provides for discrete privacy for the worker, whilst completing the test so the test results cannot be inadvertently observed and disclosed to other parties;

(c) A Worker undertakes self-testing at his/her own accord; therefore, no test details are recorded. However, all Workers have obligations under the Work Health and Safety Act or equivalent occupational health and safety or occupational safety and health legislation in other States or Territories and must not wilfully place at risk their health and safety or the health and safety of other Workers or people at the workplace by commencing work if they believe they're impaired.

Random Shift Testing

(a) In terms of Random Shift Testing it is 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.

For Cause Testing

(a) An employer/supervisor may only request an employee to undertake for cause testing if:

(i) The employee has been involved in an accident or incident, or had the potential to, cause:

(ii) serious and major damage to mobile plant or property; or

(iii) an injury to themselves or other individual(s);or

(iv) Participation in a relevant and specific industry focus area when the worker is undertaking High Risk Work as identified by the employer and consistent with OHS legislation. Workers will be selected for testing using a random selection process nominated by the employer following a consultation process in line with OHS legislation.

Post Incident Testing

(a) After the occurrence of a significant incident/event at a workplace, all Workers involved in the incident may be required to undergo an initial Drug and Alcohol test.

(b) Where a Worker(s) is to be tested following a significant incident/event they shall be supervised by an Employer Representative and Employee Representative continually from the time of the incident until they have completed all testing required.

(c) Post Incident Testing will be conducted as soon as practical after the incident/event and when it is safe to do so.

(d) An injured Worker who requires immediate medical attention may only be tested when it is appropriate and safe to do so. This will be determined by the Construction Manager, the HSR, Delegate and the relevant PIA in consultation with the attending medical practitioner. In such cases, where testing can be conducted while under medical care, a saliva testing process will be used.

Reasonable Concern Testing

(a) An employer may only request an employee to undertake reasonable concern testing if the following criteria are met:

(i) An observable phenomena occurs, which is:

a. the direct observation of the employee of use of, and/or the physical behavioural symptoms of being impaired by, alcohol; and/or

b. Unusual and/or inexplicable actions by the employee; or

(ii) There is evidence that the employee is involved in the use or possession of alcohol and/or other drugs while working; or

(iii) The employee has breached safety precautions or procedures.

Testing of Minors

(a) A letter of consent contained within the work experience and student placement procedure shall be signed by the parent or guardian of any worker who is a minor

seeking to access a workplace where the Impairment Policy is in place, as a condition of entry to that workplace. Alternatively, an equivalent letter signed by the parent or guardian can be provided through the minor's employer/host employer.

(b) Where a minor is selected for testing and:

(i) A letter of consent is held, then the provisions of this procedure shall apply; or

(ii) Where a letter of consent is not held, every effort will be made to contact the minor's parents/guardians to get verbal consent to participate in the testing procedure. If consent is given then the normal testing procedures will apply, if contact cannot be made and/or consent is not given then the minor will be excluded from any high risk activities or potentially excluded from site until consent is given.

128. REFUSAL TO TEST

If a Worker refuses to participate in workplace Drug and Alcohol testing the following will apply:

(a) The Employer, will inform the Worker and the workers chosen representative, that the refusal will have the same consequences as a non-negative result, i.e. that the employee will be deemed to be unfit for work due to the presence of alcohol or drugs;

(b) If the worker still refuses, the Employer and the PIA, shall consult with the worker and the workers chosen representative, regarding the requirements, process and consequences of refusing to test and encourage them to partake in the test. This would be the second request to be tested;

(c) If the worker still refuses, the refusal will be treated as a confirmed positive result, and will be subjected to the relevant consequences of such. All reasonable assistance is to be offered to ensure the employee can make their way from the workplace to a safe location without harm (i.e. taxi, lift from a friend or fellow worker). An agreed leave of absence arrangement is to apply for the duration of their absence.

129. DISCIPLINARY ACTION

The following sets out the action which may be taken when a worker returns a confirmed positive result to an alcohol or drug test.

First Occasion - A worker who has received a first confirmed positive test for alcohol or drugs (other than by self-testing) will be:

(a) Required to attend the Support as referred to in this Policy;

(b) Informed of the consequences of testing positive and their obligations to present, or remain in a fit state;

(c) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.

Second occasion - A worker who has received a second confirmed positive test for alcohol or drugs (other than by self-testing) within any 12 month period will be:

(a) Required to re-attend the Support as referred to in this Policy

(b) Required to participate in a rehabilitation program referred to in "Support" in this policy

(c) Informed of the consequences of testing positive and their obligations to present, or remain in a fit state;

(d) Given a verbal warning with a diary entry placed on file; and

(e) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.

A worker who has received three confirmed positive test results for alcohol or drugs which has been detected in a 12 month period may be disciplined under the Employer's disciplinary processes.

A worker who fails to attend EAP sessions may be disciplined under this policy in accordance with principles of natural justice.

No disciplinary action will be taken in respect of positive test results from a self-test.

130. SUPPORT

The Principle Contractor (PC)/Employer will make available support to workers in respect of drug and alcohol issues. This will include:

(a) allowing access to any Union support programs; and

(b) provide an employer funded Employee Assistance Provider (EAP) to be available to workers.

The worker will be allowed to access a Union support program and/or EAP counselling during normal working hours and without loss of pay, or any form of employer retribution.

131. SELF- DECLARATION

Workers will not be disadvantaged for self-disclosure and therefore will be supported through counselling and rehabilitation processes and provided with the Support contained in this policy. In such cases the worker will be permitted to access personal leave in the first instance, then accrued leave, and may return to work when fit for duty.

The worker may be suspended from any work, with pay, with immediate effect in order for an assessment to be made of the duties they are able to perform safely and a drug and alcohol test is to be taken as soon as reasonably practicable.

132. PRIVACY

Drug and Alcohol testing results shall remain confidential and will only be used for the purpose of compliance with this Procedure in the manner required by the Privacy Act 1988 (Cth). Any information provided or declared by a Worker regarding:

(a) Prescribed Drug and Pharmacy Only Drug consumed;

(b) Medical conditions or the like;

(c) Their proposed return to the workplace following exclusion by this procedure;

Will also remain confidential and managed in accordance with the Privacy Act 1988 (Cth). Similarly, where a Worker supplies information regarding the use, sale or supply of Drugs or Alcohol at a workplace, unless the Worker otherwise agrees or as otherwise required by law, the Worker's identity will be kept confidential.

All Positive Results Confirmatory Test will be maintained on the relevant Worker's personnel records located at the workplace.

Protections from Worker Deoxyribonucleic Acid (DNA) misuse

Workers selected for testing shall have their personal DNA protected by:

(a) In the case of unintended collection of a Worker's DNA during the collection of an oral saliva sample for an initial test, by the worker being offered the used collection cartridge upon completion of the initial test.

(b) In the case of unintended collection of a Workers DNA during the collection of an oral saliva sample for testing at a NATA approved laboratory for an initial Non Negative Result Initial Test, by ensuring that the documentation that accompanies the collection cartridge to the NATA approved laboratory does not include the workers name or address but contains only that information sufficient to comply with AS4760 e.g. test report number and date of birth.

These protections will be notified to Workers during training.

133. CONSULTATION

If a party believes that an amendment to the impairment policy is required, they shall request and organise a consultation meeting involving the Employer, the Union and any other relevant stakeholders.

The attendees shall seek to reach agreement on any proposed amendments.

No amendments shall be implemented unless agreement is reached by the Employer, the Union and the relevant stakeholders.

Employment Assistance Program (EAP)

The Employment Assistance Program (EAP) is an agreed independent, professional and confidential service that aims to provide employees with assistance when affected by personal or job related problems.

To have a successful Impairment Policy at the workplace, the Policy must address how those at the workplace, including employees of the principal contractor, subcontractors and their employees and others, will be required to comply with the Impairment Policy.

The below requirements will be audited on an annual basis of the employer:

(a) Must be able to provide EAP support in all States, Territories and regional areas of Australia;

(b) Must outline in their Impairment Policy how workers who attend for work affected by drugs or alcohol will be counselled and assisted, apart from any disciplinary process that might apply;

(c) Must have a memorandum of understanding (MOU) with relevant stakeholders within treatment support areas;

(d) Provide support for their workers and their immediate families;

(e) Must be able to provide treatment services which must include the following:

(i) General counselling;

(ii) Drug and Alcohol counselling;

(iii) Drug and Alcohol detoxification services;

(iv) Drug and Alcohol rehabilitation services;

(v) Case Management services;

(vi) Psychology services;

(f) Must have a history of delivering support services to the Building and Construction Industry

(g) Must be able to develop and implement a plan to promote the impairment policy within the workplace

Appendix 3 - 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 ACCOUNTAN

DCL-27

Queensland Renewable Energy Procurement Policy

CREATING LOCAL JOBS

Picture: Genex Power

2024

Queensland Government

1064

Queensland Renewable Energy Procurement Policy - Creating Local Jobs

This policy is a procurement-related policy within the meaning of the Queensland Procurement Policy.

Interpreter statement

The Queensland Government is committed to providing accessible services to Queenslanders from all culturally and linguistically diverse backgrounds.
If you have difficulty in understanding this document, you can contact us within Australia on 13QGOV (13 74 68) and we will arrange an interpreter to effectively communicate the document to you.

Queensland Renewable Energy Procurement Policy - Creating Local Jobs
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Version 1.0, APRIL 2024.

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Ministerial foreword

Queensland is establishing itself as a clean economy jobs and renewable energy superpower.

The *Queensland Energy and Jobs Plan* (QEJP) articulates a clear vision of our future clean economy and is advancing our commitment towards 70% renewable energy by 2032 and 80% by 2035. Our new emission reduction target of 75% on 2005 levels by 2035 will elevate Queensland even further.

Before 2035, Queensland will build around 22 gigawatts (GW) of new wind and solar generation, 13 GW of storage, and approximately 2,000km of new high voltage backbone transmission to move more power around the state. We'll support the transformation of existing blue-collar industries, and back the emergence of new ones like renewable hydrogen, electrolysers, and batteries.

The *Queensland Renewable Energy Procurement Policy — Creating Local Jobs* (QREPP) will ensure our clean economy transformation will generate immediate and lasting benefits for Queensland workers, companies, and communities.

The QREPP is backed by our nation-leading procurement approach, *Buy Queensland*. This means government and government-owned corporations (GOC) renewable energy projects will promote local, Aboriginal and/or Torres Strait Islander, and gender diverse workers, usher up a pipeline of trainees and apprentices, and ensure that tradies are fairly paid and safe on the job.

Not only is this the right thing to do by Queenslanders, we know it is the only way to attract and retain the quality talent we will need on the front lines delivering our pipeline of renewable energy projects.

We also know our approach works. Since its introduction in 2017, *Buy Queensland* has pumped more than $121.60 billion back in to our state's economy, supporting 99,680 companies. This has included $72.15 billion to 81,510 Queensland-registered businesses securing the full-time equivalent of 3,738 apprentice and trainee hours, as well as bolstering 35,430 suppliers in our regions.

The QREPP is another example of our commitment to Queenslanders. If you're a miner in Mackay, a boilermaker in Bundy, a Welder in Winton, or a technician in Townsville we are making the transition to renewables to secure your jobs and to create jobs for your kids.

An exciting opportunity awaits Queensland. It is essential that we harness it to create a lasting legacy for the benefit of all Queenslanders, ensuring that local jobs and businesses thrive now and into the future. QREPP allows us to do just that.

Mick de Brenni MP
Minister for Energy and Clean Economy Jobs

Executive summary

The Queensland Government has set a considered, affordable, and credible pathway to transform Queensland's electricity system to deliver cleaner, cheaper and more reliable power.

The QEJP articulates a clear vision of our future clean economy and is advancing our commitment towards 70% renewable energy by 2032 and 80% by 2035. Our new emission reduction target of 75% on 2005 levels by 2035 will elevate Queensland even further.

Globally, energy systems are rapidly transforming in response to an increasing focus on sustainability and the need for suppliers to demonstrate strong environmental, social and governance (ESG) credentials.

To remain globally competitive, meet our targets, and harness the plentiful opportunities before us, Queensland Government agencies and government-owned corporations (GOCs) are driving investment in a significant pipeline of new energy infrastructure projects.

> In Queensland, this has resulted in almost **$11.1 billion of renewable energy investment since 2015**, which has supported an estimated **8,500 jobs in construction**.

> Based on the 12 months to February 2024, approximately **27% of generation is now supplied by renewable energy sources.**

Independent modelling released with the QEJP, identified Queensland's energy transformation will support the creation of up to 100,000 additional jobs in the state by 2040, consisting of:

- up to 28,500 direct jobs from construction, onshore manufacturing, and maintenance of new transmission and large-scale renewable generation
- up to 35,000 indirect jobs each year supported in services, hospitality and other industries across Queensland as a result of capital investment
- up to 36,000 additional direct and indirect jobs from expansion of new industries—renewable hydrogen, battery manufacturing, resource mining and metal refining.

To guarantee Queenslanders are the beneficiaries of these opportunities, we will ensure:

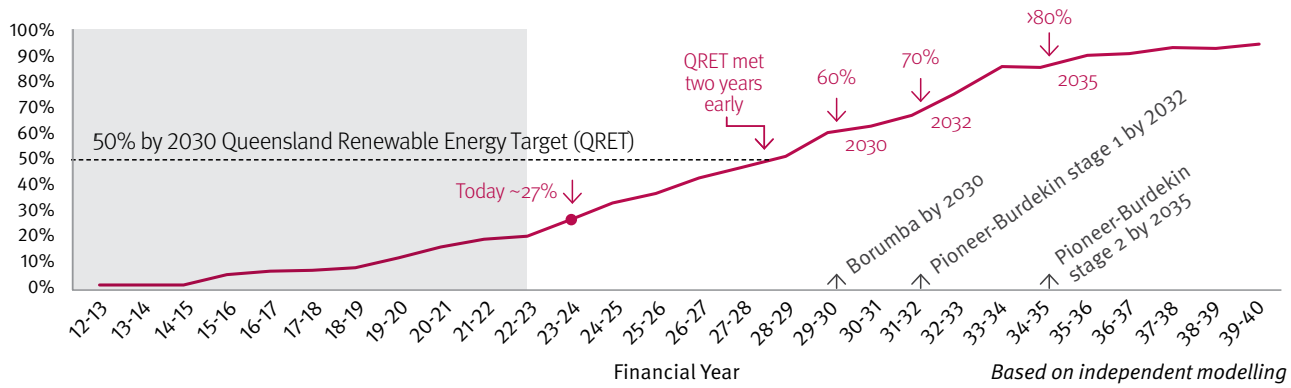
- a positive transition and certainty about their future for workers at existing government-owned coal fired power stations generation businesses and associated mines
- a positive transition for regional towns and their economies by maximising supply chain opportunities in the local manufacturing of components and equipment, local sourcing of expertise and contracting, investment in apprentices and trainees, and engagement with project partners with well-established ESG credentials

The entire community benefits, not just in terms of direct jobs but also through resulting flow-on benefits to local towns and regions.

The QREPP is supported by *Buy Queensland* (which enshrines responsible public procurement practices to drive economic, ethical, environmental and social outcomes), the QEJP, and the *Queensland SuperGrid Infrastructure Blueprint* (the Blueprint).

Beat our renewable energy target

Renewable energy percentage under the Queensland Energy and Jobs Plan



Based on independent modelling

1. Overview

The QREPP outlines how the Queensland Government's *Buy Queensland* approach to procurement applies to the renewable energy investment and infrastructure.

This includes the application of key policy initiatives, not limited to local benefits, local content targets, *Best Practice Principles: Quality, safe workplaces* (BPPs), and *Best Practice Industry Conditions Renewable Energy Facilities and Related Construction Projects* (Renewable Energy BPICs).

***Buy Queensland 2023* consists of the Queensland Procurement Strategy 2023—Jobs, Economy, Legacy and Confidence (QPS) and the Queensland Procurement Policy 2023.**

In the next ten years, in accordance with the QEJP and the Blueprint, Queensland will see the development of around 22 GW of new large-scale wind and solar generation, 13 GW of storage, and approximately 2,000 km of new high voltage backbone transmission to move more power around Queensland.

Applying *Buy Queensland 2023* to the significant renewable energy investment across Queensland will provide benefits for local communities, ensure our procurement investment backs genuine quality

Queensland jobs and drives positive economic, ethical, social and environmental outcomes now and into the future.

Embodying the *Buy Queensland* approach, QREPP will:

- deliver **local benefits for Queensland workforces** and **ensure support for Queensland communities**
- support **innovation** and seek to develop **new supply markets and industries**
- ensure **value for money**
- enable **strong local supply market engagement**
- deliver a **Forward Procurement Pipeline** of upcoming opportunities in the renewable energy sector
- ensure **strong industry conditions** that:
  - » supports the implementation of the Queensland Energy Workers' Charter to create sustainable ongoing jobs
  - » apply the BPPs to all renewable energy (generation, transmission, storage, and distribution) projects over $100 million (or as declared by the Minister)
  - » apply the Renewable Energy BPICs to government-owned infrastructure projects identified in Sections 3 and 4
- apply a strong integrity **compliance and reporting framework**, to support ethical suppliers and supply chains.

Promoting a local workforce and emerging industries

All projects with Queensland Government involvement will demonstrate, to the maximum extent possible, the establishment and ongoing support of quality, safe, and secure local jobs, and local supply chains.

This will be important in seizing opportunities to establish industries in manufacturing for renewable hydrogen, wind and solar projects and other emerging renewable energy industries.

Responsible procurement drives local economic development, supporting the government's objectives to build Queensland communities, grow our regions and support clean economy jobs. This also supports the *Queensland Workforce Strategy 2022-2032* on delivering locally focused and led workforce solutions.

Supply chains

The development of renewable energy and storage projects requires the local manufacturing and fabrication of products to be used in the projects, along with development and design, construction and ongoing operation and maintenance.

Buy Queensland 2023 introduced a 'supply chain of state significance mechanism' to create value chains in Queensland and alleviate global impacts where possible. This is supported by a strategic partnership between the Department of Energy and Climate (DEC), the Department of State Development and Infrastructure (DSDI) and the Department of Regional Development, Manufacturing and Water (DRDMW) to determine potential supply chains of state significance and when and how these are declared.

Work is occurring to mitigate supply chain risks in Queensland and increase local manufacturing. The Queensland Government is working with local industry to strengthen supply chains and identify industry development outcomes through complementary policies related to supply chains. We've powered ahead with the Queensland Battery Industry Strategy (DSDI), introduced REZ Readiness Assessments (DEC), and are following the Queensland Advance Manufacturing 10-Year Roadmap (DRDMW).

While the QEJP, supported by the QREPP, aims to create many opportunities for local supply chains, manufacturers, and other businesses, it may be necessary to secure supply of components internationally to meet delivery timeframes as global demand escalates. To manage the risks associated with international supply chains, including modern slavery, the Queensland Government will ensure strong consideration and monitoring on a project-by-project basis.

2. Policy intent and authority

The QREPP is a procurement-related policy under the Queensland Procurement Policy 2023 (QPP).

It is the intention of the QREPP that any renewable energy project that has Queensland Government support must:

- demonstrate benefits for Queensland and ongoing support for local benefits including developing local workforce and capability
- reflect the Queensland Government's strong commitment to ESG (environmental, social, and governance) standards, including ethical behaviour and treatment of employees.

Under this policy, the Queensland Government will only provide support to proponents which comply with the QREPP.

3. Policy coverage

3.1 General coverage of renewable energy storage projects

The QREPP is mandated for application to all Queensland Government agencies, including budget sector agencies, GOCs, statutory bodies, and special purpose vehicles.

The QREPP applies to all renewable energy projects (generation, storage, transmission and distribution) receiving government funding including GOC funding.

3.2 GOC renewable energy projects

Renewable energy projects are delivered through a range of commercial models, incorporating merchant operations (where the owner derives revenues directly from the market trading of electricity), and offtake arrangements (where revenue from the project is guaranteed by a market participant).

In practice, a renewable energy project may incorporate both elements so that the project can be financed and constructed.

3.2.1 Best Practice Principles (BPP)

The *Best Practice Principles: Quality, safe workplaces* policy applies to all GOC renewable energy generation, storage, transmission and distribution projects of $100 million or more (or declared). It ensures that the delivery of these projects incorporates best practice:

- workplace health and safety (WHS) systems and standards
- commitment to apprentices and trainees
- industrial relations.

3.2.2 Best Practice Industry Conditions (BPICS)

For some categories of BPP projects, the delivery of best practice industrial relations is mandated through a set of BPICs, which specify the conditions the government expects will be applied on BPP projects in more detail.

A set of *Renewable Energy Facilities and Related Construction Projects Best Practice Industry Conditions* (Renewable BPICs) has been developed to apply to generation and storage projects where a GOC has a direct equity interest that is:

i. projects owned by a GOC
ii. projects where the GOC owns the project as part of a joint venture, consortium, or with a private sector owner.

For clarity, the QREPP and BPP applies to pumped hydro, transmission and distribution projects, including those subjected to regulatory investment tests or equivalent processes. For these projects, GOC enterprise agreements in conjunction with the QREPP, will ensure high standards, preference for local supply chains, and quality and safe local jobs are achieved to the maximum extent by each project partner. Further detail is provided at 4.6.

The Renewable Energy BPICs does not apply to pumped hydro projects or offtake agreements.

4. Policy requirements

4.1 Local benefits—workforce

All purchasing and procurement activities covered by the QREPP must demonstrate local benefits and competitive and capable local suppliers will be invited to respond. Where a local supplier is not selected, the reason must be documented by the procuring agency.

It is a mandatory requirement to apply an evaluation weighting for local benefits of between 10% and 30% taking into account any minimum weightings set by category councils for significant procurement. Reasons must be documented if this mandatory requirement is not applied.

As defined in the QPP, 'local benefits' are economic impact benefits deriving from procurement investment supporting the 'local workforce' and/or 'local supplier'.

Local benefits will be determined based on the 'best use of a local workforce'. A workforce is deemed to be local where their usual place of residency (i.e. where they normally live, sleep and eat) is located within a 125 km radius of where the good or service is to be supplied.

For the purposes of QREPP, the 'best use of a local workforce' must include, among other things, support for workers impacted by the energy transformation and the transition of tradespersons to renewable energy roles.

4.2 Support for Queensland communities

All procurement activities covered by the QREPP must give significant weight to initiatives supporting Queensland communities. How this support occurs will be determined on a case-by-case basis. It can include, but is not limited to, a weighted evaluation criterion related to the following:

Support for workers impacted by the energy transformation — seeking businesses in the supply chain (including manufacturers) that provide jobs for local workers impacted by the energy transformation.

Opportunities for local supply chains — seeking the use of local businesses, contractors, manufacturers, and supply chains (including Queensland small and medium enterprises, along with Aboriginal and /or Torres Strait Islander-owned businesses) for the supply or manufacture of goods and/or services. This includes pursuing opportunities for innovation and the development of new markets and industries.

Opportunities for apprentices and trainees — considering the number of local apprenticeships and traineeships supported by the activity.

Community Benefit Funds — pursuing initiatives that share the financial benefits of renewable energy development with the local community throughout the project's lifecycle and beyond. These must be administered to create lasting benefits with direct input from communities, including considering the role of local government in the governance arrangements.

The type of support the initiative provides must be determined during the planning stage and incorporated into the subsequent stages of the procurement process. This determination needs to be based on regional capability and capacity, the stage of project development (construction as opposed to ongoing operations and maintenance), capital investment, financing, land acquisition, transport, and logistics.

For example, an assessment of market size, forward demand, price competitiveness and industry capability, indicates that some wind farm components are technologies with potential to be delivered through Queensland's supply chains and manufacturing capability. In addition, hydrogen, as an emerging industry, also presents significant opportunities for focused supply chain development within Queensland.

4.3 Ensuring value for money for Queenslanders

All initiatives must be assessed on an overall value-for-money basis, not just price alone. QREPP provisions related to 'local benefits—workforce' and 'support for Queensland communities' must form part of this assessment.

More broadly, all procurement decisions must achieve value for money. Value-for-money decisions must consider:

- relevant government economic, ethical, social and environmental objectives and targets; (including local benefits and BPPs)
- whole-of-life costs
- non-cost factors.

Whole-of-life costs can include acquisition costs, such as the contract price, initial transactional costs, ongoing payment options, operating costs, maintenance costs, support costs, transition out (costs of disengaging from a supplier on expiration or termination of a contract) and disposal costs. Whole-of-life costing should be scaled to the value and complexity of the purchase or procurement.

Non-cost factors must, at a minimum, consider:

- fit-for-purpose, which may include alignment with procurement objective/s, compliance with specifications, and quality
- supplier capability, capacity, experience and past performance, including delivery and after-sales service and support
- risk, which may include operational and reputational risks.

The following procurement-specific targets must be pursued wherever possible:

- increase government procurement with Aboriginal and/or Torres Strait Islander-owned businesses to 3% of addressable spend
- source at least 30% of procurement by value from Queensland small and medium enterprises (SMEs).

Procurement-specific emissions reduction targets must also be pursued as required in the QPP to contribute to the economy-wide emission reduction targets of:

- 30% emissions reduction below 2005 levels by 2030
- 75% emissions reduction below 2005 levels by 2035
- net zero emissions by 2050.

In accordance with the QPP, an emissions baseline will be set for priority procurement 'category' by 2024 and priority procurement activities identified that can contribute to reducing agreed emissions reduction. Following approval of the emissions baseline and commencing from 2025, priority procurement activities will aim to reduce emissions by at least 30% by 2030, with a recommended target of 5% from the baseline per year.

In executing procurement activities, the achievement of value for money can be supported in several ways. This can include the unbundling of projects to achieve better value-for-money outcomes and competition in the market, increasing eligible bids and cost savings through accessing innovative, capable, and competitive solutions.

Related to this, all business cases considered by the Queensland Government, or by proponents seeking to engage with the Queensland Government, must clearly outline how value for money will be obtained, particularly in regard to both local benefits and support for Queensland communities. This must also include the exploration of opportunities for local manufacturing.

4.4 Strong local supply market engagement

Proponents must regularly gather, consider and, wherever possible, share market intelligence to ensure:

- a better understanding of the capability and capacity of local suppliers within the market
- benefits from suppliers' knowledge of markets, trends, and emerging technology
- they identify and manage emerging opportunities, potential new entrants to the market, issues, and risks
- they foster market participation, competitive tension, innovation, and collaboration in solution design
- they assess the scope of the market to deliver on government's economic, environmental, and social commitments for procurement (e.g. social procurement, engaging Queensland-based SMEs, Aboriginal businesses and/or Torres Strait Islander-owned businesses).

The following activities could be undertaken to support local supply market engagement:

- **Market sounding and other forms of early market engagement**—raising ideas with the market to obtain feedback prior to formally approaching the market, through expressions of interest (EOI), requests for information (RFI) or other similar processes.
- **Briefing sessions/supplier information sessions and industry site visits**—allowing prospective suppliers to participate in discussions regarding aspects of the procurement process, requirements, and risks.
- **Indicative approaches to the market**—publishing notice of intended procurement activities well in advance of the formal release to market (refer 'Forward Procurement Pipeline', below).
- **Concept viability**—testing the viability of proposed procurement activities by requesting input from suppliers ('proof of concept' process).
- **Outcome-based procurement approach**—seeking innovation from the supply market by focusing on the outcome required rather than defining how the outcome should be achieved.

In addition, this includes working with:

- DSDI to build industry capability including accessing the Industry Partnership Program aimed at growing and creating jobs across priority industry sectors.
- DEC to embrace circular economy principles, and deliver the QEJP commitments. This is supported by the Clean Economy Jobs Bill 2024.
- Queensland Treasury to administer the Queensland Renewable Energy and Hydrogen Jobs Fund which aims to increase public ownership of commercial renewable energy and hydrogen projects, as well as supporting infrastructure, including in partnership with the private sector.

Renewable energy procurement activities must ensure that strong, local market engagement occurs and informs the delivery of the QREPP requirements.

Local market engagement should also include activities to build industry capability. Coordination of activities with industry will enable Queensland to build local manufacturing capabilities in components needed for renewable energy and enhance operations and maintenance capabilities.

4.5 Forward Procurement Pipeline

Transparency and visibility are critical to enabling suppliers, sub-contractors, and communities to benefit from Queensland's renewable energy opportunities.

All government agencies subject to the QPP will, to the maximum extent practical and consistent with competition law, provide information about renewable energy-related supply opportunities, at least four years in advance, via the Queensland Government's Forward Procurement Pipeline. Publication will occur for all planned procurement, even where the quantum or source of funding is not yet identified.

All non-government proponents will provide, to the maximum extent practical, visibility of related supply opportunities at least four years in advance, via a freely and publicly accessible mechanism (e.g. a project-related website). This mechanism must be appropriately publicised and promoted to ensure awareness for relevant stakeholders.

Wherever possible, the government's ambition is to maximise pipeline certainty and developing a forward procurement outlook of between five and ten years. This aims to de-risk investments in new manufacturing capability and underpin the development of local supply chains.

The emerging opportunity for batteries in Queensland

The QEJP presents long-term opportunities for the battery industry to grow, establish, or transform operations in Queensland. Under the QEJP, sectors such as battery manufacturing, resource mining, and mineral refining can contribute to transforming the state into a source of economic development and strengthen Queensland's standing as a globally-competitive investment destination.

A thriving battery industry unlocks our critical mineral resources, including valuable vanadium supplies in the North-West Minerals Province. The Queensland Government is investing $5 billion in CopperString 2032, a project unlocking one of Australia's largest areas of renewable energy and potentially more than $500 billion in new critical minerals in North Queensland.

The *Queensland Battery Industry Strategy* outlines the pathway to develop Queensland's role in the battery supply chain — from critical minerals to battery manufacturing and installation.

Queensland has existing capabilities across the battery value chain particularly in mining, refining and active materials and has competitive advantages through its:

- Advanced Battery Facility (ABF) which was established to provide validation and safety testing of multiple types and sizes of battery systems in real-world conditions. ABF capabilities also include fabrication and testing of prototypes
- strong end-to-end capabilities in vanadium and related battery technologies
- research and development capabilities through the value chain particularly in active materials, cell manufacturing and pack assembly
- ability to position itself as a reliable participant in global battery value chains and low future energy costs from renewable energy
- strong ESG credentials throughout the value chain
- proximity to markets in Asia.

The growth of the battery industry in Queensland represents an opportunity to build manufacturing capacity, and support more secure, local and skilled jobs. We want to ensure Queensland capitalises on these emerging opportunities. By building a capable and competitive manufacturing sector that helps boost local content, Queensland develops the battery value chain, manages supply chain risks and helps support the move towards a reliable renewable energy system.

The emerging opportunity for wind in Queensland

Under the QEJP, around 22GW of new large-scale wind and solar across public and private investment will be needed to support Queensland's renewable energy target of 80% by 2035.

The SuperGrid provides a view of the scale of investment required and the myriad of opportunities for businesses to manufacture key renewable energy components and provide local content to a range of energy infrastructure projects.

Applying the QREPP will provide a view of the demand for componentry and services to scale that is attractive enough for investors to commit to transform current manufacturing facilities. It will also attract new manufacturers to Queensland which, in turn, supports other local suppliers.

As onshore wind generation grows, the contribution of local firms to the manufacturing and installation of wind turbines will also increase. Queensland can begin capturing the economic benefits that wind turbine manufacturing will bring. As an example, wind tower construction makes up 16% of capital expenditure (CapEx) spend (2022), and the combined assembly and installation, engineering procurement and construction (EPC), and electrical infrastructure make up 24% of CapEx spend (2022).

To meet the pace and scale of the transformation, civil works for wind farms needs to increase capacity to overcome potential constraints due to concurrent demands across the national energy market and in adjacent sectors, particularly in electrical trades.

Building new capability		
Tower & steel manufacture	**Nacelle manufacture & assembly**	**Transformers**
• Use automation to bend steel sheets, stack, and assemble • Not original equipment manufacturer (OEM)-specific but varies by project • 5MW turbine uses 500 tons of steel • Uses existing manufacturing facilities in Victoria and Tasmania	• Houses technical components that drive the turbine, such as the generator, gearbox and transformer • Nacelles make up 37% of CapEx spend (2022)	• Forms technical component in the nacelle • Integral, open market, not OEM-specific • Uses existing manufacturing facilities in Victoria

Growing existing capacity	
Infrastructure support	**Civil works**
• Includes transportation, storage and special logistical handling of large-scale components • Increases demand for adequate infrastructure capability and capacity, including availability of appropriate storage solutions • Increases demand for labour — accredited truck drivers, crane operators etc	• Includes earthworks, construction, electrical and plumbing • Increases supplier demand — already largely sourced from nominated local suppliers • Increases demand for adequate infrastructure — likely to be constrained due to concurrent demand across the national electricity market (NEM) • Increases demand to attract and retain electrical trades

4.6 Strong industry conditions

4.6.1 Transition arrangements for the existing government-owned coal-fired power station workforce and associated government-owned mines

The Queensland Government is committed to securing positive outcomes for the existing energy industry workforce in our government-owned coal-fired generation assets and associated mines, as well as their families and communities.

Procurement activities under the QREPP gives weight to initiatives that support this commitment to clean economy jobs. For example, the employment of workers who are transitioning and/or the inclusion of businesses that employ transitioning workers in their supply chain will count towards local benefit evaluation criteria.

4.6.2 Best Practice Principles

The BPPs apply to all renewable energy (generation, storage, transmission and distribution) projects valued at $100 million (or declared) to support quality, safe workplaces.

For the purposes of QREPP, shareholding ministers will be advised about upcoming projects above $20 million, with sufficient time to allow for the consideration of declaration.

The BPPs are the best practice:

- workplace health and safety (WHS) systems and standards
- commitment to apprentices and trainees
- industrial relations.

The below principles provide guidance to proponents on the government's expectations regarding conditions on renewable energy projects.

Principle	How it is demonstrated
Best practice workplace health and safety systems and standards	A demonstrated history of, and commitment to, compliance with work health and safety laws such as: • details about matters such as adverse findings, penalty infringement notices, warnings, infringements penalties, pursuant to the *Work Health and Safety Act 2011* and *Electrical Safety Act 2002*, over the past 10 years • history and registration of workers' compensation and policy number • processes and procedures governing workforce consultation on WHS matters • the level of knowledge and experience in the use of digital engineering to reduce work, health, and safety risks (where relevant for the project) • work health and safety management plans, specifically focused on managing the risk rather than the consequences of the risk • how the organisation will manage site establishment e.g. preparatory works including security, site clearance (including comprehensive WHS site induction for anyone who performs work on the site) amenities, access and egress and on-site labour movement.
A commitment to apprentices and trainees	A demonstrated history of, and commitment to, training including the engagement of apprentices and trainees such as: • compliance with the Queensland Government Building and Construction Training Policy • the number of apprentices and trainees to be employed as part of the project • specific training and development plans that will be provided in relation to the work • the delivery of nationally endorsed building and construction competencies • other practices or programs used to improve opportunities for apprentices and trainees, including training and advancement.
Best practice industrial relations	A demonstrated history of, and commitment to, positive industrial relations such as: • a plan for the industrial relations management for the project • how an organisation adopts/provides best practice industrial relations for employees, contractors, and their employees in the workplace. For example: » administration—how does the organisational structure for the project affect labour productivity, including the identification of staff, reporting lines » risk assessment—what are the industrial relations risks that the project might face and how will those risks be managed » sub-contractor management—how the organisation will manage sub-contractors and their designated employees including how the selection and mobilisation of sub-contractors, trade packages, labour hire and apprentices will be carried out » conditions of employment—how are terms and conditions of employment established » recruitment of direct labour—how direct labour will be attracted, recruited, and retained depending on the size, scope and location of the project, address issues of skills shortages, interstate and offshore sourcing of labour, training, and competency assurance » performance metrics—how is labour performance measured to ensure project is on track » employee participation—how employee issues are heard, addressed, and resolved in accordance with the relevant industrial instrument or policy. • declarations in relation to the *Fair Work Act 2009* (in the last 5 years). A supplier must state if they have been: » convicted of an offence » the subject of an enforceable undertaking » issued an infringement notice.
Commitment to wage and entitlement standards	A supplier undertakes that they meet, and will continue to meet, the requirements as specified under the Ethical Supplier Threshold.
Local benefits	A supplier must engage a local workforce, wherever possible. A workforce is determined to be local where their usual place of residency (i.e. where they normally live, sleep and eat) is located within a 125 km radius of where the good or service is to be supplied. This must include, wherever possible, support for workers impacted by energy transformation.
High standards of ethical, environmental, and social conduct	A supplier must undertake that they meet, and will continue to adhere to, the expectations contained within the *Queensland Government Supplier Code of Conduct.*

For further detail, refer to the *Best Practice Principles: Quality, safe workplaces*.

Image credit: Genex

4.6.3 Best Practice Industry Conditions

For renewable **energy and storage** BPP projects, the 'Best practice industrial relations' principle is implemented through the *Best Practice Industry Conditions Renewable Energy Facilities and Related Construction Projects* (Renewable Energy BPICs).

The Renewable Energy BPICs:

- outline the Queensland Government's expectation for best practice employment conditions for workers performing work on-site on BPP projects
- require contractors to demonstrate a best endeavours process for sub-contractors (the extent to which this is demonstrated will be assessed through the tender process)
- help to ensure the objectives of the BPPs are achieved, particularly in relation to best practice industrial relations, to minimise disruption and resulting time and cost implications to major projects.

BPICs set high standards for industrial relations and workplace health and safety on major construction projects. They require a commitment to maximising local benefits through local business opportunities and local jobs, as well as local training opportunities for apprentices to help future-proof a skilled trades workforce. BPICs also ensure government does business with suppliers that can demonstrate they are suitably qualified and experienced in delivering comparable works, committed to ethical business practices and that they have the financial capacity to deliver the work. BPICs provide a competitive advantage to projects requiring a skilled workforce in a labour shortage.

The Renewable Energy BPICs will apply to projects prospectively from 18 April 2024, not retrospectively, and apply up to 30 June 2027. The Renewable Energy BPICs will not apply to projects that have already been tendered or contracted.

The capacity to apply the Renewable Energy BPICs is a mandatory criterion to being shortlisted through the tender process. Contracts for projects will be conditional on the contractor's negotiating workplace arrangements that reflect the Renewable Energy BPICs by a specified date.

4.7 Ethical supply chains

The Queensland Government expects their suppliers will be ethically, environmentally, and socially responsible, including for all renewable energy (generation, storage, transmission and distribution) projects.

The *Queensland Government Supplier Code of Conduct* outlines Government's expectations of suppliers. A range of compliance mechanisms exist to ensure these expectations are met, including:

- *Ethical Supplier Mandate,* a penalty (demerits and sanctions) mechanism managing instances where a supplier fails to comply with a policy requirement, regulatory requirement, or contractual obligation
- *Ethical Supplier Threshold*, outlining the minimum wage and entitlement standards expected of suppliers
- Tripartite Procurement Advisory Panel—an independent body that hears matters related to the Ethical Supplier Mandate or Ethical Supplier Threshold and provides advice and recommendations about the potential penalties, including suspension of suppliers from government procurement for up to 12 months.

Queensland Government Procurement (QGP) ensures compliance with *Buy Queensland* through the above compliance mechanisms and conducting a range of audits and investigations to ensure suppliers meet their contractual, legislative and policy commitments. QGP Compliance Branch also manages a complaints and referral function for procurement policy-related complaints.

Under the QPP, government will not engage suppliers for renewable energy (generation, transmission, storage, and distribution) projects that:

- are suspended because of accruing demerit points under the Ethical Supplier Mandate
- that fail to comply with the Ethical Supplier Threshold. This means that a supplier has not:
  - » contravened a civil remedy provision of Chapter 2 or Chapter 3 of the *Fair Work Act 2009* (Cth), or committed an offence against the Act
  - » contravened a civil remedy provision of Chapter 2, 3, 4, 5, or 7 of the *Industrial Relations Act 2016*, or committed an offence against the Act, or failed to pay employment related levies, or other payments, established under Queensland legislation

Picture: Lighthouse Infrastructure

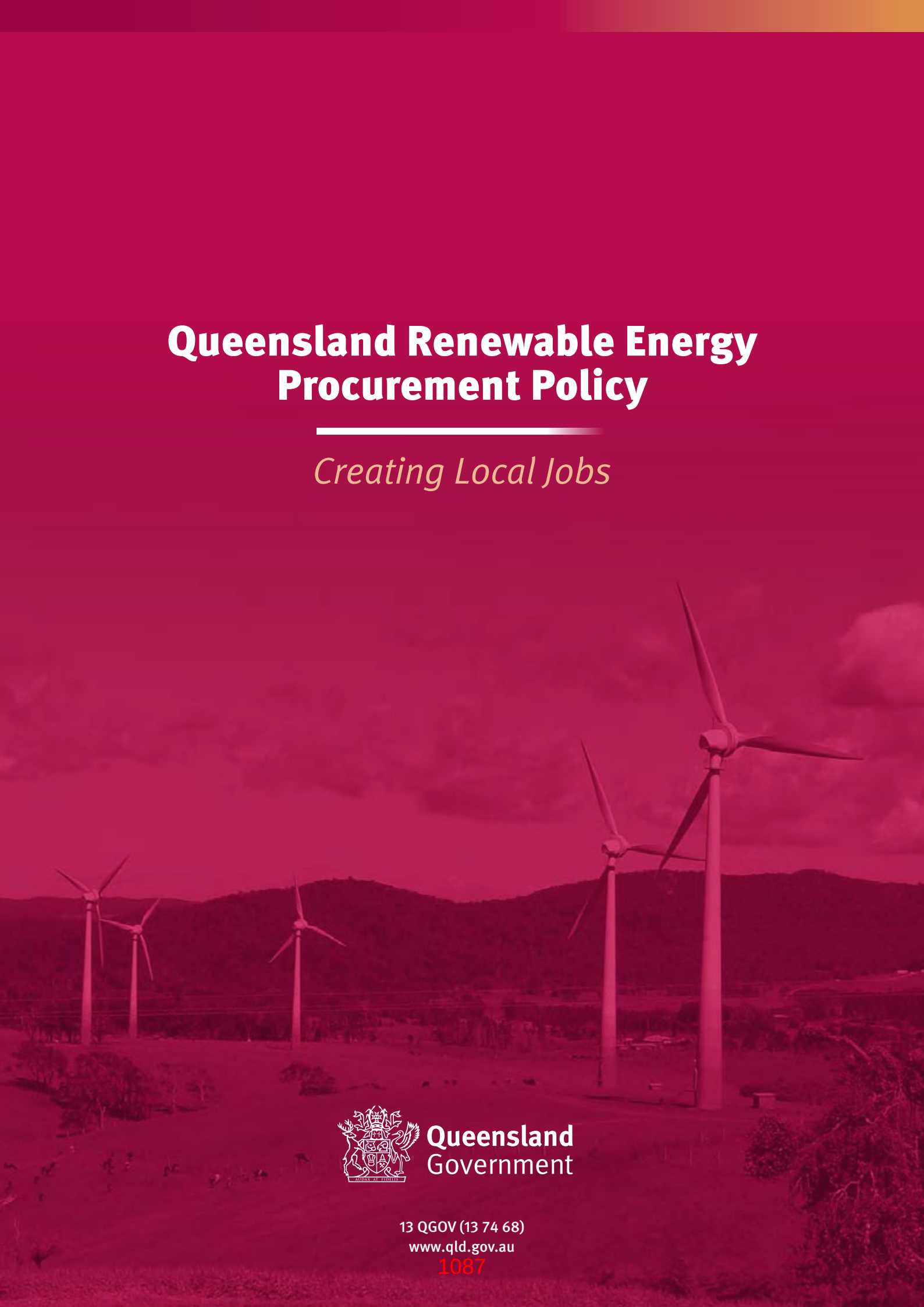
- failed to make superannuation contributions on behalf of employees in accordance with the law
- purported to treat employees as independent contractors
- required persons who would otherwise be employees to provide an Australian Business Number so that they could be treated as independent contractors
- engaged persons on unpaid work trials or as unpaid interns, where they should be treated as employees
- entered into an arrangement for the provision of labour hire services with a person who is not licensed under the *Labour Hire Licensing Act 2017*, or a supplier who is an unlicensed provider under the Act
- paid employees' wages below the applicable modern award (including for people with disability, 'suppliers' must provide award-based wages (using the Supported Wage System where appropriate)).

To further ensure compliance and enable reporting against contractual undertakings, all contracts related to all renewable energy (generation, storage, transmission and distribution) projects must include provisions that:

- legally enable audit activities (e.g. audits in relation to local benefits and BPPs) by QGP
- clearly identify provisions and undertakings related to the QREPP (e.g. local benefits), and that a failure to comply with these undertakings by the supplier represents a substantial breach of contract
- require annual reporting by the supplier of their performance against the provisions of the QREPP, and that this assessment will be published by the supplier
- enable access to supplier records (either managing contractor or sub-contractor) for the purposes of assessing compliance with the Ethical Supplier Mandate and Ethical Supplier Threshold (e.g. pay records for industrial relations commitments, employee records for local employment commitments, training, and apprentice records)
- provide authority to access supplier regulatory history (e.g. to assess prior compliance with work health and safety component of BPPs commitments and Queensland Building and Construction Commission records)
- ability to share information as necessary, including information related to key milestones, investigations and penalties imposed
- under the *Modern Slavery Act 2018* (Cth), large businesses and other entities (including GOCs) operating in Australia must report annually on how they are addressing modern slavery risks in their operations and supply chains.

Queensland Renewable Energy Procurement Policy

Creating Local Jobs



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28.08.2025

Queensland Productivity Commission

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OPPORTUNITIES TO IMPROVE PRODUCTIVITY OF THE CONSTRUCTION INDUSTRY Interim report

Civil Contractors Federation Queensland Limited

The Civil Contractors Federation has branches in all states and territories and has around 1,800 contractor and associate members nationally.

Civil Contractors Federation Queensland Limited (CCF QLD) is the peak industry body representing the civil construction sector in Queensland. As a trusted advocate, CCF QLD supports civil contractors and associated businesses by providing leadership, resources, and a strong voice on critical issues impacting the industry. With a focus on workforce development, safety, sustainability, and innovation, CCF QLD is committed to driving the growth and success of industry participants and ensuring the civil construction industry continues to play a vital role in building Queensland's infrastructure and economy.

Submission Approach

We thank the Queensland Productivity Commission for the opportunity to further engage on the initial findings in the Interim Report.

We have responded in part to sections of requests for more information from the interim report.

We believe that further engagement through upcoming workshops will be of greater value to explore in more detail the issues raised.

The extent to which the Queensland Government's capital program is impacting or is likely to impact the construction industry's ability to deliver other projects (for example, private residential and non-residential projects), and whether there are opportunities to improve the selection and sequencing of future projects.

The distinct segments of the industry are serviced by distinct players in the market. That is, contractors tend to gravitate to segments of the market where they have developed IP through

people, systems, relationships, prequalification etc., to engaged with a particular segment. As an example, the difference in building a road for the Department of Transport and Main Roads (DTMR) is fundamentally different to building a road for a Local Government Authority (LGA). The engineering and construction principles are the same, but the prequalification and compliance framework is very different. Those building subdivisions and undertaking other private or some LGA work rarely cross over to the DTMR space. The prequalification barriers for people and companies are too big to bridge so there is a preference to be all in or all out. However, there is a small part of the market which manages to cross over but their core activities will still be in one segment or the other. This will be replicated from other segments such as water, rail and renewables. Those who commit to a segment develop the people and systems to work in the segment. Often the overhead is higher and not easily reduced to take on segments that require a lower overhead.

Whilst the capital program is large the contractors will still largely stick to their segment of the market. Investment in plant, while capital intensive is not the main barrier. The pool of available labour whether blue or white collar will be too low to address. For the reasons above the flexibility of a portion of the workforce to transition between segments affects capacity as the segmental workload waxes and wanes over time.

Selection and programming of projects is a critical element in smoothing the industry as a whole and mitigating the intra boom bust cycles. If allows for labour rationalisation to a point but more importantly it gives contractors confidence to invest in people, plant and systems and retain and maintain them. But this is not the silver bullet.

Arrangements or incentives that would help government improve its selection, prioritisation and staging of infrastructure. In particular:

- Whether internal to government mechanisms can help improve decision making, and if so, what has been successful in the past or in other jurisdictions.
- If there is any evidence that independent advisory bodies, such as the former Building Queensland, compared to other processes, have improved infrastructure outcomes, and what design elements have proven most successful.
- Whether there are other effective and efficient mechanisms for improving the way government selects, prioritises, stages and contracts infrastructure projects.

Building Queensland is a good example. The problem was that the process was slow and lacked direction. The requirement to assess only on business cases that were positive limited infrastructure that was needed. A broader assessment criterion is needed to ensure the right projects are given the green light.

Building Queensland did not rank projects as to their importance or urgency. Rather gave a list for government to choose from. Whilst this is an improvement on politically driven projects, projects were promised outside of the Building Queensland model.

Ideally an independent assessment authority which is fast and ranks projects as to their importance and urgency would be beneficial.

Queensland Government procurement policies.

Procurement policies must be policy documents. They should avoid being prescriptive but set principles for agencies to deliver. Principles should be aimed at preventing barriers to entry, maximising industry participation, in particular local businesses and building sustainability for the future.

They must not duplicate process. Embedding requirements which are already effective under law is a waste of money, as suppliers who must comply then need to demonstrate during the procurement process how they will apply. This adds cost, adds a barrier to entry due to varying capability of demonstrating process and is not necessary. Performance and non-compliance can be monitored directly with appropriate regulators.

How the pre-qualification system impacts contractors, building consultants and subcontractors, and the extent to which it impacts the ability of small and medium subcontractors in regional areas to compete for government tenders, and what could be done to improve matters.

A prequalification system, if implemented must be used. We are seeing that systems, such as expressions of interest (EOI), are being used in addition to prequalification systems to select contractors for tender. EOIs are often more expensive to prepare than the tender itself. Systems that select contractors for tender must recognise the cost burden of industry.

A prequalification system must not be too restrictive that it acts as a barrier to industry participation. Recognition and demonstration of company and people capability, capacity and performance, must include recognition of such, outside of the agencies own program of works.

A prequalification system must recognise development of contractors and progress them though the levels. Unfortunately, contractors get stuck on a level because the system precludes them from doing projects at a level above. As such, they cannot demonstrate performance and capability at the next level.

Prequalification Systems should not require contractors to provide the same information, such as management systems for approval, financial information and examples of previous work. This is all assessed at prequalification and on reassessment of prequalification level.

There needs to be more prescriptive measurement of performance and capability which is simple and objective. This gives transparency around maintaining and increasing prequalification levels. Presently the measurements for assessment are subjective and often unchallengeable.

Overcoming these issues will enhance and develop the capacity of the Queensland construction industry.

Evidence that workplace and safety outcomes on Best Practice Industry Conditions (BPICs) sites are better than non-BPIC sites or that BPICs have led to industry-wide improvements in workplace health and safety.

We have not seen any data that demonstrates the implementation of BPIC and improved safety on site. Data from public projects is somewhat transparent but not so for private projects. However, whistleblowers working on large private building projects, operating under BPIC and union Enterprise Agreements (EAs) have stated that the safety record is worse.

Quantitative evidence on impacts, costs and benefits of BPICs.

Attached is spread sheet EA Comparison Cooroy to Curra (C2C). This evaluated the EAs on Cooroy to Curra Section D1 with the BPIC rates established on Cooory to Curra Section D2. Both projects ran concurrently with Section D2 lagging Section D1, by several months. Cooroy to Curra section D1 was not a BPIC project.

The highlighted sections show the payrates by the proponents, CPBs rates on Section D2 and the EAs of the joint venture contractors on Section D1.

On other projects which used a multiple envelope system. That is provide a price without BPIC and with BPIC the differences ranged between 17% and 30%.

The unrecognised cost on these projects at the time was, the disruption due to union interference, allowable delays, inflexibility of shifts and Rostered Days Off (RDOs) etc.

The requirement to jump up the supply chain meant that either the supply chain didn't engage with the project, or those who did had to increase their cost base to participate.

Examples of nonproductive actions observed from BPIC were:

- Fixed RDOs.
- Restrictions on flexibilty of work force numbers.
- Inclement weather clauses that were over and above current WH&S Codes of Practice and abused in their interpretation. Days off in addition to RDOs.
- Excess meeting for example toolbox, safety, union etc reducing available hrs per day to work.
- Union approval of subcontractor. Only union aligned subcontractors approved and workforce levels maintained at peak levels regardless of actual requirement.
- Productivity schemes prohibited unless agreed with the union.
- Non-working union delegates.
- Dictating material supply regardless that conformity has been demonstrated.
- Union disruption through excess right of entry.

Contractors started to factor these delays into their based labour cost rates. These are then populated through the estimating software. Overall BPIC cost impacts were quickly identified.

Options for improving workplace practices on large construction sites.

Employers want a good environment and encourage it. It is in their best interest to provide practices which attract and retain people.

All employers are striving to improve workplace practices, but through the lens of productivity. These initiatives need to be supported.

Contracts should reinforce the requirement for compliance with industrial relations laws and workplace health safety laws etc. and not dictate how they should be complied with. This will encourage innovation and competition, in delivering on these requirements which will always have a focus on worker wellbeing.

Option for re-setting industry practices more broadly.

The construction industry is facing a retention problem. In recent yet to published research 74% of people in the industry say it struggles to retain workers, and while wages and physical demands are major factors, 17% specifically call out workplace culture and poor management as a reason people leave.

The research highlights a gap between perception and reality. Almost half of the industry believes there is no real problem with culture, or that any issues will "fix themselves over time." Yet a significant number say culture must be addressed. This divide makes change difficult. If part of the industry doesn't see a problem, momentum for improvement is easily lost.

What does the research show

- While 89% of people would recommend construction as a career to a friend or family member, only 61% would recommend it to a woman or younger female relative.
- Employers are less supportive of action than employees — 67% of employers support doing more to retain workers compared with 81% of employees.
- Support for retention initiatives is strongest among women (90%) but drops among older men and those in regional areas.

What needs to change.

When asked how to fix retention, responses point to attitudes, not policy:

- 27% say more equal treatment of workers is needed.
- 24% say encouraging more people into the industry is critical.
- 23% point to reducing poor treatment.
- 20% say shifting negative attitudes is the key.

Practical solutions also resonate when shown clearly. 45% of the industry say they need more resources to improve workplace culture, and employers rank mentoring, networking, clear career

pathways, and flexibility as the most effective tools, showing that change must come from the bottom up, not through additional regulatory burden.

While governments are considering regulatory changes such as the proposed National Culture Standard, there are a number of significant risks that have not been fully explored including:

- Excessive compliance load – Adds around 300 pages of paperwork, a complex set of guidelines for SMEs without large compliance teams, that is yet to be fully understood by these businesses.
- Unbalanced impact – Tier 1s can absorb costs, while smaller firms risk being locked out of projects.
- No regional trials – Standard has not been tested in regional or remote contexts, raising doubts about practicality outside metro areas.
- No tendering trials – Unproven in procurement settings yet may be tied to government tenders.
- Poor consultation – Limited input from smaller contractors who will bear the heaviest burden.
- Risk of consolidation – Increases barriers for SMEs, pushing work toward a handful of large players.
- Red tape – Prioritises reporting over genuine cultural improvement.

One-size-fits-all regulatory approaches may be well intentioned, and we agree that steps must be taken to improve workplace culture across the construction sector. However, adding layers of red tape that maybe unfavourable to the majority of contractors, is not the solution.

We believe that national reform on culture, productivity, and sector-wide improvement should be guided by the National Construction Industry Forum (NCIF), the tripartite body established to bring employers, employees, and government together. The NCIF is the appropriate platform to achieve meaningful and balanced reform that lifts culture without undermining competition or creating barriers for the majority of contractors.

Top-down approaches driven by government, which impose significant new requirements on SMEs, threaten the oligopolies the civil construction sector. By setting rules that only the largest contractors can easily absorb, these reforms risk pushing smaller operators out of the market and concentrating work into fewer hands. This undermines competition, weakens resilience across the supply chain, and ultimately drives up costs for government and taxpayers.

Drive reform from the bottom up, not the top down – Ensure culture reform is shaped with input from contractors of all sizes, especially SMEs who make up the bulk of the industry, rather than imposing a one-size-fits-all model designed by and for a few large firms.

Embed reforms through the NCIF – Use the National Construction Industry Forum as the central platform for consultation and oversight, ensuring reforms are nationally consistent, balanced, and reflect the perspectives of employers, employees, and government.

Support transition and capability-building – Provide funding, templates, and practical tools to help SMEs implement cultural initiatives, alongside a phased rollout with pilot projects and review points before mandating full compliance.

What government could do to create conditions that encourage greater competition for large construction projects, including to encourage growth of existing Tier 2 construction firms.

The number of companies who can build mega projects are limited. The majority are multinationals exporting a fee overseas on the projects of approximately 5% before profit.

The size and complexity of these projects require procurement strategies which reduce the proponents to a select few through expressions of interest and using either an Early Contractor Involvement (ECI) or Early Tender Involvement (ETI.) The procurement process isolates the rest of the market from participating. The process requires the contractor to work with the agency to develop a design and tender. These contractors are the only contractors who price the works.

Whilst this process will identify risks and opportunities and embed innovation into the project it has some draw backs. The process is expensive and requires reimbursement of tender costs to enable participation in the procurement process. The final budgeted costs are only recognised at the end of the process.

Sometimes the delivery mechanism is a form of cost reimbursable or fix price. Often the full scope or risk of the project is not recognised at tender time and additional funding is required through the project.

The transport capital works program 2024 to 2028 had approximately 75% of it planned and underway projects over $100M. This was being done by multinational contractors and a selection of Australian and Queensland contractors in joint ventures. The feedback is the joint venture proponents are delivering good quality and value work.

Projects need to be broken down to smaller packages where smaller contractors can either deliver in joint ventures or in their own right. The planning, design, procurement and delivery should be done collaboratively. When the planning and design is facilitated by the agency with early market engagement. The positives are:

- Early market engagement that is designed to identify risks, improve constructability and take advantage of innovation, will make tenders clearer and more contractors will be able to provide accurate pricing.
- The project is at a size that can be understood by a contractor during the tender period.
- The project can be delivered under a construct only contract which all the market can participate.
- Smaller contractors can joint venture to deliver large projects.

The selection of contractors should then be based on value for money, defined as the right price to deliver the project rather than the cheapest. The process allows an encouraging platform for a larger portion of the market to participate and increased competition.

The key barriers to increased adoption of digital technologies, such as Building Information Modelling (BIM), and the policies or practices that would allow the opportunities for digital technologies to be fully leveraged.

BIM is used in various forms in the delivery and data capture in the private sector far better than in the public sector.

The main barrier is, government agencies are trying to overcomplicate its implementation. They need to focus on the real information that is available and the actual data that needs to be captured. The agency then needs to develop a specification and not overthink whether industry can deliver. Industry has the capability to engage with BIM, but a clear and consistent requirement is needed.

There is also a reluctance for agencies to be liable for the data they provide digitally. If the data is not accurate or the contractor or supply chain is unable to rely upon it, then they will avoid BIM and work with non-digital sources.

For a contractor if all digital information, including the design is available and can be relied upon, the speed, cost and accuracy is improved and there is another opportunity to identify constructability and other issues prior to works commencing.

The benefits and costs of collaborative contracting arrangements, and the key barriers to greater adoption of collaborative contracting (including early contractor engagement).

With respect to collaborative contracting, risk allocation and contracts, we refer to the Queensland Department of Transport and Main Roads which has the best collaborative contracting model in Australia. It has been in development for about 5 years and is in evolving stages of maturity. The trials and benefits are well documented. The process has been designed to reduce barriers as much as possible and to maximise industry participation whilst addressing issues such as risk, innovation, constructability and value for money.

The extent to which there are likely to be benefits from greater bundling of projects, and the extent to which this might prevent competition by preventing smaller firms from tendering for work.

We refer to our previous comments. Bundling projects will exclude a large portion of the industry. Most of the industry are principal contractors in their own right and have built systems and people to operate as such. They do not want to become subcontractors.

The pros and cons of replacing prescriptive specifications with more performance-based specifications.

There is a place for both. For standard projects standard specifications are suitable. The standardisation however needs to be across jurisdictions. Each jurisdiction has their own standard specifications which in turn means all of Queensland does not have a standard. This is very costly due to the constant knowledge uplift each time a company changes jurisdiction. Familiarity brings efficiencies. Working across jurisdictions does not develop familiarity. Some contractors for this reason stick to a limited number of jurisdictions. This restricts portability of firms and reduces competition.

The Commission is seeking stakeholder views and evidence on:

- the underlying drivers, incidence and scale of issues in the training and apprenticeship system as they affect the construction industry
- further case studies where strategies to improve training and apprenticeship outcomes have been effective
- the design of an appropriate process to drive reform
- any other issues or considerations that should be identified in the recommendation

The Commission is aware of the newly instituted Strategic Dialogue Series of the Department of Trade, Employment and Training and is seeking feedback on whether this model alone will deliver the identified objectives or what other activities would be needed to support reform.

Request Energy Queensland (EQ) to remove the requirement for EQ's EBA rates of pay and allowances to be applied to contestable works (which apply to employees of contractors and subcontractors) when EQ negotiate their next EBA in 2028.

The previous EQ EA 2020 required contractors doing core works to jump to the EQ EA. This was done under Schedule 8. The definition of Core Works in Schedule 8 and now Schedule 9 are the same except the following clause has been added in relation to contestable works.

Schedule 9 at 1.8(b) states:

A similar management approach will be taken in relation to the standards specified for developers and others involved in either extensions of the current network, major projects or asset enhancements in accordance with relevant legislation or Energy Queensland policy in place at the time. In addition, subdivisions work, public lighting work and major customer work that will become part of the Energy Queensland network assets will be subject to developers and others involved meeting all requirements as an accredited service provider including maintaining a rating under that framework. This includes rates of pay and allowances; and quality and safety of work standards that will become part of the Energy Queensland network assets which will be managed under the accredited service provider framework.

This clause is a twofold requirement. The first is that contractors doing core works need to be accredited under EQ and the second is they must jump up their wages and allowances to the EQ

EA. It should be noted that this applies not only to residential and industrial subdivisions but also to lighting on new infrastructure such a roads and bridges.

Further subclauses require union officials to do joint audits. Whilst unions have protected and prescribed powers under the Fair Work Act 2009 to inspect records this is an overreach of union powers. The scope of the audits is not defined and should be removed.

Jump Up Requirement

As a principal, governments should avoid entering into enterprise agreements which require the supply chain to jump up their wages and allowances to those specified in those enterprise agreements. The original principle of enterprise bargaining was productivity-based bargaining at enterprise level. It was recognised that businesses could negotiate pay and conditions directly with their employees, with or without union involvement, to increase flexibility and link productivity improvements with wages. It is those enterprises that are closest to the part of the industry they work in and they, with their employees are best to achieve these goals. This was done with safeguards.

Whilst jump up clauses are not prohibited; they do go against the original principle of enterprise bargaining. An organisation such as EQ is not close enough to segments of the industry that contractors, who are providing core works services on their behalf to decide what wage rates and conditions are appropriate. Doing so is driving down productivity and in turn increasing costs.

Contractors doing core work activities are not dedicating 100% of their business activities to core works activities. As an example, on a typical subdivision, civil contractor labourers would install the civil segments of core works activities such as concrete pit construction, under road conduits etc. and do other civil works such as pavement construction, stormwater installation, earthworks etc. They now require, for the portion of core works, be paid at the EQ EA rates.

As an example, the EQ rate for workers to install conduits is $64.01/hr. The equivalent civil rate varies but at its highest based on BPIC rates is approximately $40/hr. The average rate is lower and varies with location and company. This creates a difficult industrial relations issue to manage within civil companies. A solution is to pay their workers the EQ rate for all works on the subdivision or exclude them from the core works and subcontract specialists who pay the EQ rates.

The following case studies are from two subdivisions in Queensland.

Case study 1

- Service conduits civil rates. $209,839.50
- Extra Over for EQ Rates: $51,970.00
- Increase 30%

Case study 2

- Service conduits civil rates. $2,182,565.00

- Extra Over for EQ Rates: $326,929.00
- Increase 10%
- This is equating to an additional $8000.00 to $10,000.00 per block of land extra.

EQ Accreditation

There is not an argument that contractors doing works on electrical assets should not be accredited. The issue is the extension of accreditation to non-electrical components of the works, civil works.

Traditionally, for contributed assets component of core works, civil contractors would install conduits and pits prior to the installation of the cables. Prior to connection an audit and compliance check would be done prior to energising, at the time the asset was handed over to Energex or Ergon. These are traditional civil works where the workforce is trained and skilled in installing. Similar works include installing NBN conduits, conduits for water services and gas services. Concrete pits are constructed for a range of assets such as storm water and communications. Safety and non-conformance risk is low. Efficiencies were gained in that the civil contractor could program their road works seamlessly with the same crew without additional red tape.

The requirement adds a layer of cost in addition to the wages and allowances of the EQ EA requirement, due to the contractor applying and maintaining accreditation and if they do not get accredited, they need to engage an accredited subcontractor. There are not enough accredited subcontractors to meet demand. This is adding costs of delay waiting or accredited subcontractors and increase pricing due to their short supply.

For example, the current Energy Queensland Accredited Provider – Reinforced Concrete Pit Construction list, comprises four providers all located in SEQ. There are no accredited pit builders in North Queensland.

There are three options in relation to this issue:

1. Legal opinion should be sought to the interpretation and application of the EQ EA requirement as it is added under the heading, *1.8 Contract Compliance and Supervision*. The reading of Clause 1.8(b) seems to contradict the definition of Core Works under Clause 1.6. It also seems to focus on supervision and compliance, specifically developers and others. (*Others* are not defined).
2. A deletion of EQ EA clauses 1.8 in its entirety be sought.
3. Future EAs should not include any jump up requirements

Revise the definition of contestable works, so that sub-contractors are no longer covered by the EQ EBA.

Following the previous section core works is defined outside the EQ EA. Attached is the *Core Works Activities v1*. This definition was prior to the amendments that aligned with the 2024 EQ EA. There

is a *Core Works Activities v2*. Not attached but we believe it has been amended to reflect the intent of the EQ EA.

The definition of Core Works in these documents differ from the definition in the EQ EA.

Whilst amending an operational EQ EA is possible it is very difficult to do so.

As the definition of Core Works and its application outside the EQ EA is inconsistent with the EQ EA it is far easier to amend the external definition to exclude contestable assets.

This could be done immediately without any contravention of industrial laws.

In addition, the term *Others* could be defined outside the EQ EA to clarify that it excludes contractors doing contestable works.

Other Productivity Challenges

Energex and Ergon are insisting that accredited service providers must hold a Queensland Building and Construction Commission (QBCC) Concreting Licence for doing civil works in road reserves.

Works in, on or under road reserves or public utility easements do not require a person to hold QBCC licence. This has been upheld in the Queensland Courts.

Schedule 1AA s.14 of the Queensland Building and Construction Commission Regulation 2003 states that work on, in or under a road is excluded from needing a QBCC licence. This has been upheld by the courts.

Although a requirement to hold a QBCC licence can be requested for any work it is not necessary and adds costs to the project. These costs are associated with the additional layer of administration to hold a QBCC licence and it restricts the number of available resources to do these works. The restriction lowers competition and adds time delays waiting for resources to become available.

Conclusion

Whilst there have been many think tanks to address the issue of declining productivity the initiatives suggested from these think tanks either address part of the issue, are incorrect in their findings, or create solutions which through their application produce another layer of productivity reducing red tape.

To increase productivity in the building and construction industry it is important to recognise the discrete elements of the industry and the barriers to and the changes that can be made which to enhancing productivity.

The project life cycle exists from project conception, planning, design procurement, construction and maintenance. Each step has its own set of efficiency issues and if improved can contribute to significant productivity improvements.

Not one issue is any more important as another, although some are easier to address, rather it is the combination of the overall improvements which will deliver long lasting improvement.

Recommendations of this enquiry, if implemented, must be periodically reviewed for impact and amended if required to ensure the objectives are achieved.

DCL-29

CCF QLD

WORKING FOR INDUSTRY

Submission to the Queensland Productivity Commission's Inquiry into Construction Productivity

Civil Contractors Federation Queensland

CIVIL CONTRACTORS FEDERATION QLD LTD

1101

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CCF QLD is excited to see the largest investment into infrastructure in the history of our state. However, this is a formidable challenge for industry, and it is important to recognise that there are structural barriers to success that need to be addressed to improve productivity and ensure that these goals can be met.

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1. Definitional Matters

Government policy too often treats the construction industry as a single, uniform sector. This generalisation overlooks the fundamental differences between its subsectors—differences in delivery models, market structure, business composition, balance sheets, and regulatory exposure. The result is policy that can miss its mark: either failing to shift outcomes where needed or creating unintended burdens where they do not belong.

To design effective, targeted reforms—especially those tied to procurement, infrastructure delivery and decarbonisation—it is essential to distinguish between:

- Heavy and Civil Engineering Construction (ANZSIC 310): Roads, rail, water, energy, and public infrastructure. Delivered primarily by civil contractors, this subsector is capital-intensive, government-led, and regionally distributed. CCF QLD represents members in this sector.

- Building Construction (ANZSIC 301): Includes both residential and non-residential buildings (e.g. homes, schools, hospitals). Typically, market-driven and delivered by builders and developers. Multinational Tier 1 contractors largely.

- Construction Services (ANZSIC 32x): Includes plumbers, electricians, and other trades supporting both building and civil construction.

Combining these subsectors together under the broad label of "construction" leads to misplaced procurement models, misaligned compliance settings, and unrealistic expectations that do not reflect how the industry operates—or what is needed to maintain its viability. Civil contractors are not multinational builders or developers, and regulatory frameworks for infrastructure delivery must recognise and respond to this distinction.

The civil sector is foundational. Whether it is a delivering a hospital, road upgrade, or housing estate, civil contractors are first on site and last to leave—delivering the infrastructure that enables every other part of the built environment.

In Queensland, CCF members are split evenly between southeast Queensland and regional Queensland. Most are Australian-owned small and medium enterprises that operate in fiercely competitive markets—often delivering government infrastructure under joint ventures.

1.1 Productivity

While there is an understanding of what productivity means in a casual context, it is hard to properly define and measure productivity in the context of construction industries. While there are terms such as multi-factor productivity or labour productivity, it is difficult to bridge the gap between these terms and the casual definition of productivity – all while also trying to find proper means of measuring it. The first true barrier to improving productivity in the construction industry is a lack of consensus on what productivity truly means.

When assessing productivity, and the challenges to increasing it, it is worth considering if the available data supports these discussions in the best way.

CCF believes that when evaluating civil construction productivity it is worth considering questions such as:

- How long does it take each state or territory, road agency, or LGA to design, plan and construct new road infrastructure?
- How much does it cost to build a kilometre of road, and why does this vary so significantly between jurisdictions?
- What tiers of contractor are delivering more kilometres of road, at lower cost, and under what conditions?
- How do industrial settings, regulatory delays, or procurement choices influence those outcomes?

CCF QLD believes that as a part of improving productivity across jurisdictions in Australia, it is vital that consistent measurements are used to ensure fair and accurate comparisons between jurisdictions and over time. Through consistent measurements, it becomes easy to identify where the barriers to productivity are and how to address them.

The measures should be simple, practical, and easy to compare across jurisdictions. Readily available data will make it easier for stakeholders in all jurisdictions to evaluate productivity, discuss and create policies, and assess the effectiveness of efforts aimed at increasing productivity.

1.2 Impacts of Delineation

The second matter in relation to definitions is the tendency to refer to the many industries within construction as 'construction'. In many circumstances, this is not a problem. However, there are times when the lack of distinction between residential or housing construction and civil construction causes concerns.

The first scenario where the lack of distinction causes issues relates to the gathering and analysis of data. This influences key discussions around industry. For example, while building construction productivity measured -13% in 2022-2023 in labour productivity, heavy and civil engineering construction measured +44% when looking at an index (*Figure i)* of labour productivity by industry subdivision included in the Australian Productivity Commission's (2025) research paper: *Housing construction productivity: Can we fix it?*

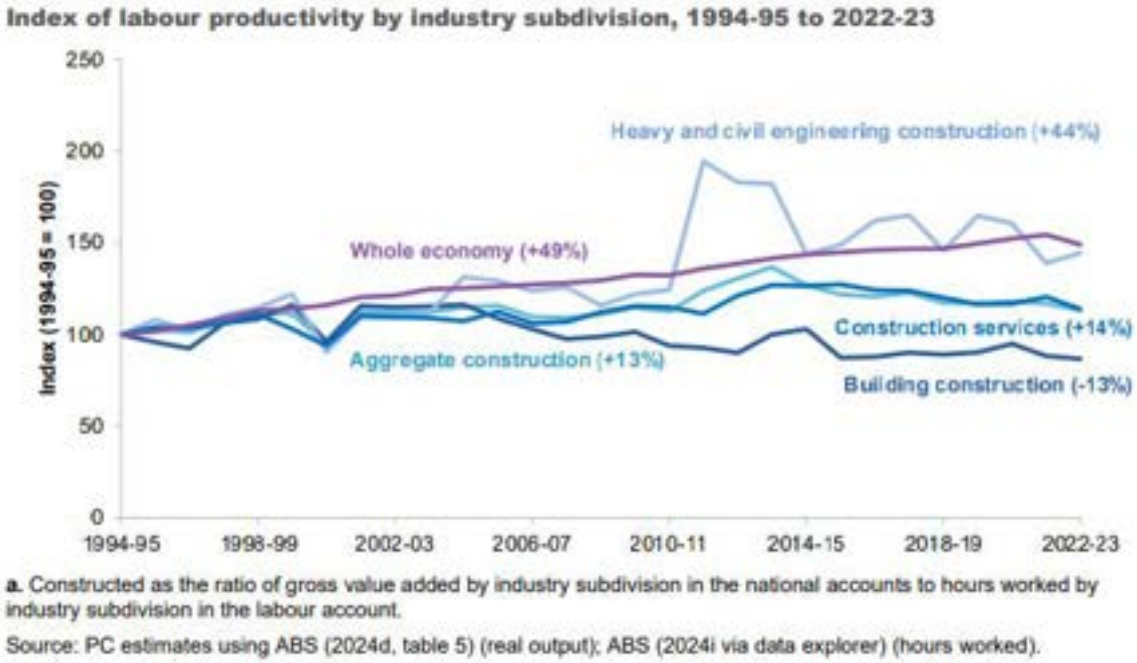
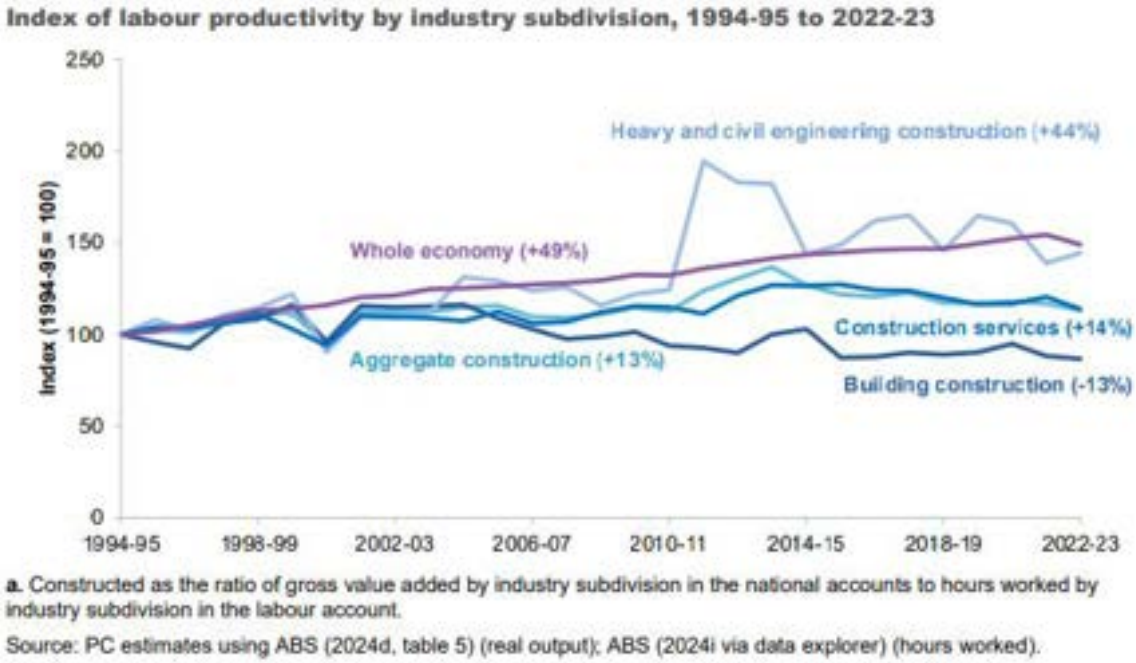


Figure i Index of labour productivity by industry subdivision. Productivity Commission (2025)

There have been many reports into construction productive that are not helpful. For example, some measure revenue output against labour input which draws conclusions that larger companies are more productive than smaller companies. This type of analysis does not consider the capital and materials expenditure that are included in the revenue figures. Another example of this will be explored under section 2.8 in the context of insolvencies.

The second scenario relates to policy. It can at times be difficult for industry to assess whether policy announcements include civil construction, housing construction, or both. It is crucial to note that this issue appears across all levels of government and is not linked to any one particular political party. An example of this occurred during the 2025 election campaign where Prime Minister Anthony Albanese announced an election promise focused on supporting trainees and apprentices in construction to boost housing availability while also referring to himself as an 'infrastructure nerd'. Despite the choice of words, civil construction trainees and apprentices were not included in the policy.

The most common variety of this occurs with policies aimed at boosting housing supply, where the associated infrastructure is, at times, neglected. However, houses cannot exist in any meaningful way without roads, sewerage, and other housing-enabling infrastructure. It should be noted that Queensland is performing better at managing this balance than many other jurisdictions.



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2. Terms of Reference

The following sections are based on the Terms of Reference outlined in the call for submissions. It should be noted that this submission should be read as a whole, given that there are several overlapping issues and areas of relevance that can be applied to more than one item in the Terms of Reference.

2.1 Current conditions in the housing market, residential development sector, infrastructure delivery and construction sector in Queensland, including in both housing and non-residential construction as they relate to the delivery of additional housing supply and housing affordability

This section examines issues CCF QLD has identified related to housing market delivery, infrastructure delivery, and licensing.

Housing Market Delivery

There are a range of issues which impact the industry's capacity to deliver housing-enabling infrastructure which is essential for increasing housing supply. One area of concern for housing delivery is the high chance of 'cascading failures' due to the complexity of the construction process. This concern is echoed by the Australian Government's Productivity Commission's research paper titled *Housing construction productivity: Can we fix it?* (2025) which identified that 'the process to deliver new housing involves the tangible steps of construction, but also many intangible steps to acquire land, gain necessary approvals, secure financing, and set up access to infrastructure. The process is inherently risky, time-consuming and costly'. If any of the steps along the way to project completion are delayed, other parts of the project are naturally affected. The associated cost is ultimately borne by the consumer.

Moreover, there are substantial regulatory variations between different state jurisdictions around infrastructure projects, including those that are linked to housing delivery. This creates additional complications for contractors that work across more than one local government area or different levels of government. When a contractor must learn a whole new set of rules, regulations, and specifications to be able to expand into a jurisdiction that might be literally just across the street – it becomes significantly more difficult for the business to grow beyond their original local government area.

The Productivity Commission (2025) found that while estimates vary wildly depending on where the project takes place, sizeable housing developments can take five to seven years to complete, with greenfield developments taking even longer at 5-10 years. During that time, only 1-2 years will be taken up by the actual construction of the development. The rest of the time will predominantly be spent on approval processes. There are two core factors driving these delays. Firstly, the planning

and approval process is slow, resulting in difficulties in delivering housing at the required pace – resulting in higher costs. Secondly, due to the lack of standardisation for specifications, environmental management, and so forth, delivery is inefficient and costly due to the additional administrative burdens.

Contractors need to ensure employees are experienced in all jurisdictions if they are to transition between them and additional capital resources are also needed to manage the differences. As an example, supervisory personnel who are experienced in delivering infrastructure in the private industry or for local government are not considered suitable for delivering the same infrastructure for the Department of Transport and Main Roads. An example of capital burden is when a kerb and channel subcontractor is required to carry multiple molds because the kerb profiles differ slightly between jurisdictions.

These concerns are not unique to housing market delivery and should be considered for all construction projects, no matter if they relate to residential or civil construction. The more simplified and standardised the process can be while allowing contractors flexibility to address unexpected concerns as they arise throughout the project - the higher the chances of the project being completed on time.

Development Applications & Operational Works Approvals

Members of CCF QLD report that there is often a substantial wait for operational works approvals. Developers often go to tender prior to having been granted operational works approval. The delays in obtaining these approvals result in significant costs for contractors. These delays result in additional time-related inflationary costs.

Recommendation:

a. *Change of standard practices that results in a streamlined development application process with prior operational works approval.*
b. *Standardise specifications and prequalification requirements across all jurisdictions.*

Housing Enabling Infrastructure Delivery

On 22 May, ABC News (2025) reported that Brisbane City Council is reviewing low-to-medium density residential zoning with the intent of cutting red tape. In particular, the initiative will focus on areas with existing infrastructure, such as public transport, shops, and schools according to Brisbane Lord Mayor Adrian Shrinner. CCF QLD is pleased to see a city council embracing what industry has been stating for a long time – it is substantially easier to build housing when housing-enabling infrastructure is already in place.

CCF QLD is aware of instances where developers have been unable to pay for the infrastructure needed to support their developments. CCF QLD believes that it is vital for any areas considered for re-zoning to have infrastructure in place to support the changes in how the areas will be used.

Queensland's population growth forecast is very strong. A growing population means increased demand for sewerage, public transport, and roads, among other civil infrastructure. It is essential that current and upcoming projects are undertaken with long-term demands and changes in mind.

Recommendations:

a. *Housing-enabling infrastructure is built by the government prior to housing.*
b. *Increased standardisation to simplify the building and planning process.*

Registered Professional Engineer of Queensland (RPEQ) vs Queensland Building and Construction Commission (QBCC) Licenses

CCF QLD has noticed that there is confusion among principals of the licensing requirements for infrastructure delivery. Civil works are required to be approved by a registered professional engineer of Queensland (RPEQ). To be registered with RPEQ, that individual needs to have demonstrated an engineer's qualification, competency, experience, and an ongoing commitment to development and learning. The RPEQ system is established under the *Professional Engineers Act 2002 (PE Act)*. Any individual providing professional engineering services needs to be registered with RPEQ under the PE Act, a RPEQ registration is a legally protected title. Registration is renewed annually and RPEQ's need to continue to meet the registration requirements to be eligible for renewal.

Despite this strict regulation, there is an increasing demand that work is done or approved by someone with a QBCC license. The Queensland Building and Construction Commission's licenses were never intended for engineering and civil construction works. The QBCC's licenses are focused on building construction and building services such as plumbing, carpentry, tiling, painting etc. QBCC was never intended to regulate civil engineers or the civil construction industry. CCF QLD finds it absurd that works regulated by RPEQ are also required to be done by someone that holds a QBCC license while the reverse never happens. This confusion adds cost through additional regulatory burden and reduced competition. It is essential that work is regulated by the proper body and performed by individuals with the proper license for that type of work. One example of this will be discussed below in the context of Energex & Core Works.

Recommendation:

Clarify that a QBCC license is never required for work regulated through the Professional Engineers Act 2002.

Case Study: Energex & Core Works

When the new Enterprise Agreement was signed in 2024 the definition of Core Works was broadened to include new assets that would be handed back to Energex/Ergon. This includes residential and industrial subdivisions and infrastructure.

2024 EQEA Schedule 9 clause 1.5 (c):

> *'When employees of contractors and subcontractors perform work as defined in the core work provisions of this schedule, Energy Queensland must ensure the rates of pay and allowances which in aggregate shall be no less favourable than those that apply to the same or similar classifications of employees engaged under this Agreement which will be included in the relevant contractual arrangements.'*

This added significant cost due to increased wages to new residential housing and state infrastructure.

In addition, Energex and Ergon have introduced a requirement that civil infrastructure related to electrical installations must be done by accredited suppliers. This requirement is unnecessary. The work is not electrical work; it is civil work and is designed and approved by an RPEQ. This requirement adds additional cost through unnecessary regulatory burden and reduced competition.

At the time of writing there are only three accredited Energex pit builders, with a fourth working towards accreditation. There are roughly 40-50 professionals in the industry who have the required experience, but fewer who have the qualifications that are required. This is nowhere near what is required to meet industry demands.

A CCF QLD member reported that

> "the red tape, especially related to training and qualifications, and engineering sign off, has been slowly eroding our flexibility to complete these works over the last 10 years but has now left the industry completely as Energex will not allow us to hold the accreditation unless we have a QBCC license.
>
> The cost of a basic pit in a subdivision has risen from $40,000 to $65,000 in less than 2 years, in part due to Core Works but also supply and demand. In the city in difficult conditions these pits can be upwards of 120k. (…) They are generally fairly straightforward to build and take a couple of weeks. They are very common in inner city areas and are only complicated if they are built over existing services or modified from the original design which is where we need a Form 15 from a structural engineer to further slow the process.

(…) We also don't build enough of them to make it worthwhile obtaining the necessary qualifications so we will be surrendering our rating to complete these works and will have to reapply every time we win a job with enough in it to justify the time and effort of doing it in house, just some more red tape!"

Recommendations:

a. Unnecessary duplication of red tape associated with compliance or accreditation must be abolished

b. Government and government owned corporations should not require contractors or subcontractors to vary their industrial agreements in any form.

c. The definition of core works must immediately be rolled back to its previous definition as a minimum.

2.2 Key trends in the sector including input costs, prices, competition, supply chain developments, productivity, and relevant comparisons with other jurisdictions and, where possible, across Queensland regions

Business confidence is a concern, with the average confidence level of 58% in the infrastructure pipeline among contractors surveyed by CCF (2025). Further key trends include a rise in non-labour costs and increasing overheads.

Non-Labour Costs

Industry reports price escalation of non-labour inputs over the last 12 months up to 20% and a belief that prices are yet to peak (CCF 2025). When considering total costs of project inputs, including labour and non-labour, for infrastructure projects over the last year, 97.89% of respondents had seen an increase in costs. Only 2 out of 95 contractors had seen no shift in price. None had seen a decrease. The majority of respondents (n=42) had seen increases of 10-25%, with the second most common response (n=26) being from contractors who had seen an increase of up to 10%, while 19% of contractors had seen an increase of over 25%.

Infrastructure Australia's *Annual Market Capacity Report 2024* provides valuable insights into non-labour demand and supply. The cost of materials is, simply put, high.

Concrete and steel are two of the most commonly used materials, not just in civil construction, but also in other sectors. As a result, civil construction and the broader construction industry have to deal with cross-sector demand in instances where there is a supply shortage. Infrastructure Australia (2024) found that building and construction businesses were the most concerned about supply chain risks in association with steel or steel products, timber or timber products, concrete or cement, and construction equipment (such as graders, dozers, etc.).

Import – There are several concerns to resolve supply shortages with imported materials. Currently, international trade can conservatively be described as volatile. With armed conflicts, trade wars, and a volatile stock market, reliable supply can be challenging. For example, Australia relies heavily on the import market for bitumen, which is impacted by the geopolitical tensions influencing the global oil markets. Furthermore, depending on where the material is sourced from and how it is produced, the quality may not always be up to par. Since 2020, there have been significant disruptions to freight schedules and the Global Supply Chain Pressure Index as fluctuated wildly (Infrastructure Australia 2024), creating additional challenges to keeping costs down and materials available.

Domestic – According to Infrastructure Australia (2024) cement production is facing challenges related to stricter environmental regulations and rising energy costs, leading to reduced domestic supply. Infrastructure Australia (2024) reported that in a 2023 survey, a relative majority of surveyed businesses thought domestic supply chain issues were more important than global supply chain issues, while roughly a third of respondents thought both aspects were equally problematic. In the 2024 equivalent, 50% of surveyed businesses thought domestic and global supply chains were equally problematic and 30% thought domestic issues were the most problematic.

Due to the struggles faced by suppliers both domestic and international, quotes provided to contractors on construction materials are limited in the time of their validity. This is a concern due to the lengthy process between when a tender is submitted to when tenders are awarded and when the work begins. As a result, the costs outlined in tenders are likely to change due to no fault of the contractor as suppliers need the ability to respond to the rapidly changing markets.

Recommendations:

a. *The State Government and its associated departments and agencies take on a greater proportion of the risk associated with cost changes because of delays in tender and procurement processes.*
b. *The tender validity period must be shorter than 90 days.*

Increasing Overhead

Businesses spend an increasing proportion of their work focusing on administrative tasks, with some CCF QLD members estimating that the burden of documentation to prove compliance has doubled over the last 5-10 years. Red tape and administrative costs are discussed at several points throughout this submission.

In addition to the items discussed in greater detail throughout this submission, contractors are required to document and/or report on climate change, social sustainability, wage gap reporting, community engagement, minority workforce quotas, education and training targets.

CCF QLD members report a range of concerns focused on the issue of insurance.

Firstly, with recurring floods happening across the state, insurance for issues associated with severe weather events is becoming more costly and hard to acquire.

Secondly, insurance premiums are increasing in general. One example of this includes a contractor looking at renewing insurance premiums that are projected to be 1.68% of the business' forecasted turnover. Insurance policies of this nature cover:

- Mobile Plant
- Public, Product, & General Liability
- Annual Contract Works
- Professional Indemnity
- Business & General Property

2.3. Productivity on residential, commercial and infrastructure construction sites, across a range of typologies and locations, relative to productivity performance in other States

This section examines the difference between infill developments and greenfield developments on productivity, as well as the ideal topology for civil infrastructure productivity as it relates to housing development.

Types of Developments

Infill developments are common in Queensland and that comes with a broad range of downsides. Infill developments refer to the use of underutilised or vacant parcels of land that exist within already developed areas. One of the downsides is that due to infill developments being surrounded by land that is already developed, often with residential housing, is that it can become challenging to navigate community expectations. Noise complaints, impacts of vibration, and disruptions to the day-to-day lives of people who reside in the area are significant concerns for infill developments. With infill developments, there is also a limited opportunity to take advantage of economies of scale and there is also a greater need to protect existing infrastructure. This stands in contrast to greenfield developments that involve building on previously undeveloped land.

Greenfield developments are, broadly speaking, easier to develop and tend to be more affordable. The reason for this is that they tend to be easier to scale, which results in better buying power for materials and more efficient planning and design. Additionally, as greenfield developments are often less disruptive to residents, it is also easier to manage stakeholder communication and community expectations. Victoria, in particular, tends to do well with prioritising greenfield developments and ensuring better cost-sharing mechanisms than Queensland currently does.

By having large parcels of land go out to developers at the same time, increasing the turnaround speed of the approvals process, and a better way of ensuring cost-sharing around housing-enabling infrastructure, productivity is likely to increase.

On the matter of topologies, the ideal land for residential construction and by extension housing-enabling infrastructure is flat land that does not flood. With flooding becoming increasingly common in Queensland, this type of land is quite naturally becoming rarer. However, flat and flood-free land is cheaper to build on in both the long and short run.

2.4. Factors shaping Queensland's productivity performance including commonwealth, state and local government legislation and regulation, industrial relations matters, procurement policies and labour force needs (individually, cumulatively or through duplication) and opportunities for improvement

CCF QLD argues that there needs to be a balance between specifications and flexibility. Similarly, there is a need for some regulation in civil construction but if overdone or overcomplicated, excessive green and red tape brings productivity down and costs up.

Standards and specifications are often too detailed and restrictive, requiring extensive documentation and varying wildly from one jurisdiction to another. A more productive approach would be for standards and guidelines to focus on the essentials but also allow contractors the flexibility to put their expertise to good use.

For example, contractors are required to not only have policies around modern slavery, but who are now also seeing requests to prepare a Modern Slavery Management Plan. It is important to note that the requests for a Modern Slavery Management Plan are not occurring within the context of a contractor that has been found to be associated with or contributing to modern slavery in any way. In general, management plans should not be required unless there is an active issue to manage. Contractors should only be required to produce additional documentation in the form of a management plan if their current policies have failed to safeguard against issues such as modern slavery.

CCF QLD stands for a sensible and responsible reduction of red and green tape affecting the civil construction industry.

Procurement

CCF QLD is aware that the process to replace the Queensland Procurement Policy 2023 (QPP) is well underway at the time of writing. The following discussion of procurement policies is largely based on, but not limited to, the QPP 2023.

The QPP is often a duplication of processes, for example, there is already a national prequalification standard in place. Having several layers of prequalification standards creates overarching red tape even when there is no need for it, which in turn creates additional paperwork and requirements for businesses to meet. As the majority of businesses in civil construction are small and medium enterprises, CCF QLD finds that civil construction as an industry is often disproportionately affected by this form of red tape.

Furthermore, a business should not need to read several separate documents to ensure compliance with a single clause in a procurement policy. For example, The Ethical Supplier Mandate "should be read in conjunction with: the Queensland Procurement Policy (QPP), Guidelines: Ethical Supplier Mandate, and Guidelines: Ethical Supplier Threshold 2024". This is of course in addition to the Queensland Procurement Strategy 2023 and 'Managing and monitoring supplier performance' which

can also be relevant for suppliers to familarise themselves with depending on their industry. This is not merely about simplifying the practices, but about also presenting them in ways that are easy for suppliers to navigate.

There are many small and family-owned businesses in civil construction that are developing or starting up, they need support to be able to navigate these complex practices and policies. Procurement policies must recognise the importance that these businesses play in the supply chain. These businesses are often subcontractors or sub-subcontractors.

Suppliers of different sizes have different maturity-levels and capabilities to navigate complex procurement processes and policies. Procurement policies must be fit-for-purpose and tailored towards the actual target audience & market. In infrastructure, the amount of risk contractors need to accept is often far in excess of what a small business can afford – the risks can destroy a business. Risks need to be adequately addressed, navigated, and the management practices during delivery should not unfairly put the burden on contractors.

The nature of many forms of contracts results in risks being pushed down the supply chain despite these businesses being the least equipped to support it. It drives these suppliers out of business and reduces future competition, the exact opposite of what Queensland needs, especially when looking at infrastructure.

Procurement policies should further consider that there really are no such thing as non-financial benefits that exist independent of financial benefits. Social benefits can occur organically, as a side effect of working towards financial benefits. A business that is doing well financially can afford to hire and train more people, seek out better materials, and upskill groups that are often neglected – these are byproducts of financial benefits and done because it is in the financial interest of the business to do so.

CCF QLD also encourages the Queensland Government to avoid habitually turning to the same suppliers but to instead look at all available options. This better ensures that suppliers can gain experience and allow for new entrants.

There is also the matter of assessing experience. A more flexible approach is needed when assessing whether a supplier has the desired experience or not. Maintaining a rigid approach to experience does not help suppliers grow. More education to the supply chain, especially to new and smaller businesses – providing the actual training so that suppliers can upskill through workshops and hands-on, practical training.

Recommendations:

a. *Avoid the duplication of processes – for example use the national prequalification standard instead of creating or utilising additional prequalification standards.*
b. *Procurement policies should not be a regulatory document – compliance should be measured through other regulatory measures that already exist.*
c. *Prioritise SME businesses that are based in Queensland.*
d. *Support businesses in navigating complex frameworks surrounding productivity*

2.5. The opportunities for improvements in productivity in Queensland including regulatory and non-regulatory mechanisms

This section examines the growing pipeline of infrastructure work as related to contractor capacity, the impacts of project bundling, the effects of the boom & bust cycle in infrastructure, PFAS management, and the benefits of an increased harmonisation of standards.

Growing Pipeline

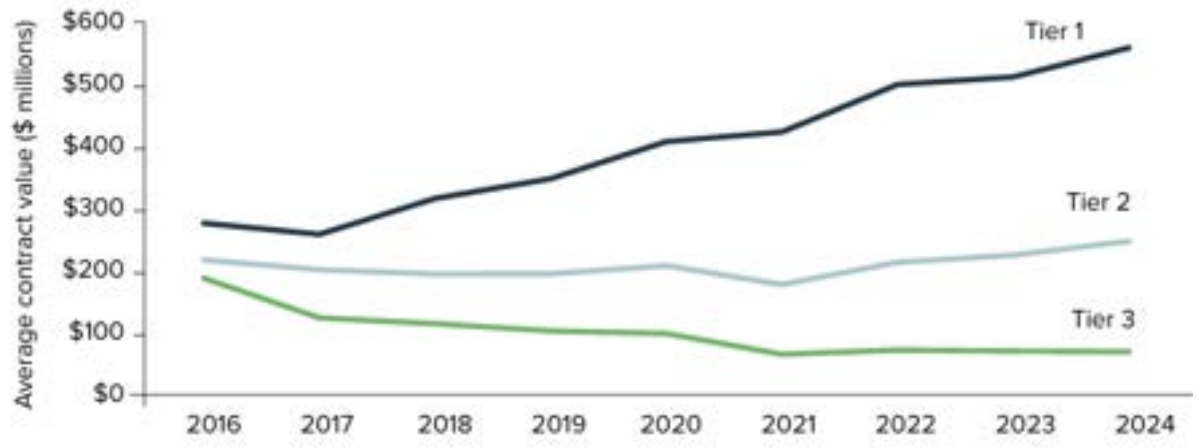
As found in the Civil Contractors Federation FY2025 Annual Market Capacity Survey (CCF 2025), a good proportion of contractors all over Australia had the capacity to take on more work. Roughly a third reported that they could take on 10-25% extra work and 21% said they could take on 25-50% extra work. It is important to note that this survey was conducted on a federal level and that even here, there was a significant difference regarding additional capacity depending on region. For example, 80% reported that they could take on more additional work in regional and remote areas, while being less optimistic about their capacity in urban areas.

In order to enable contractors to step up and take on more work, it is essential that upcoming projects are made accessible to them. Better visibility of the pipeline and increased transparency around tender awards play an important role. The greater the clarity of the pipeline, the more likely that there is the confidence to invest in capital and people.

Project Bundling

The CCF FY2025 Annual Market Capacity Survey identified a concerning trend related to the value of infrastructure projects. It noted a decline in total projects in terms of value to Tier 2 and lower contractors, with a tendency to rely on multinational Tier 1 contractors. This is a core issue for local businesses and SME. According to Infrastructure Australia, there is a similar pattern observed with the average contract value for Tier 1 construction companies has doubled between 2017 and 2024 while the value for Tier 3 construction companies has been reduced by half in the same period, while Tier 2 has remained more stable.

Figure 30: Average contract value by tier of construction company (2016 to 2014)



Source: Infrastructure Australia analysis of GlobalData (2024)

The infrastructure construction market can be segmented by capacity size, as follows:

• Tier-1 companies: have delivered or won megaprojects valued over $1 billion.

• Tier-2 companies: have delivered at least one project valued at over $100 million.

• Tier-3 companies: representing the rest of the market.

Far too many infrastructure projects are of a size that means they are given to Tier 1 – usually multinational contractors. Many of the larger projects could easily have been de-bundled, which would have made it easier for more businesses to tender, decrease risk, and makes the projects more manageable in terms of both time and money. It is critical that the bulk of the infrastructure program is broken down to smaller packages of work.

Additionally, CCF QLD is unaware of any Queensland projects exceeding $1b that were delivered under budget. The bigger the projects are, the harder it is to identify risk, price accurately, understand scope, and control the scope of works. It is essential that clients understand that bigger does not inherently mean better.

Recommendations:

a. *De-bundling infrastructure projects where possible.*
b. *Procurement strategies should ensure plentiful opportunities for small and medium enterprises to engage in the procurement process.*

Boom & Bust

An issue that relates to several aspects of productivity concern the pacing of projects. Contractors reported that 'boom and bust' cycles affect their productivity in a negative way. Ideally, contractors prefer a steady stream of constant work. This would allow them to keep successful teams together and hone their skills both individually and as a team. Instead, they often found that there was too much downtime between projects, causing companies to make staff redundant. As a result, the next time a project starts, they need to recruit new staff or restructure the teams, which means starting over from scratch and spending more time to train and monitor new employees. Often redundant equipment is sold during the down time which requires additional investment to meet the restarting of the market. This is an issue that has been reported with projects across all levels of government.

Another aspect of this cycle considers the nature of the projects being done. There is often a tendency for governments to launch initiatives targeting the building of a particular type of project – as an example building 5 new hospitals, ensuring all state schools have air-conditioning, building 4 dams in the same term, etc. This cloaks the boom-and-bust cycle as the headline volume of work often missed the decline in discrete segments of the industry.

Firstly, these projects often require a specialised skillset and there are only so many individuals who have those skills in Australia. Thus, projects end up facing delays due to the few skilled individuals needed to do that work being in high demand.

Secondly, as evidenced in hearings in late 2024 during the Productivity Commission's inquiry into Local Council Sustainability, projects built at the same time tend to reach their end-of-life stage at the same time, with wastewater treatment plants being the most prominent example. The interim report found that "the Local Government Association of Queensland estimated that 'around 20 per cent of local government expenditure is spent on maintaining depreciating assets, compared with less than [six] per cent for the States and less than [two] per cent for the Federal Government'. Local Government Finance Professionals Queensland were of the view that the current depreciation accounting standard compliance resulted 'in an overstatement of the expense and negatively impacts on a councils operating performance and financial sustainability forecasts".

Further, during the Public Hearings held in Cairns and Beaudesert in late 2024, the same inquiry heard evidence that Queensland is facing upcoming failures of critical infrastructure in the form of wastewater treatment plants. Several local government authority representatives reported that their wastewater treatment plants were rapidly nearing the end of their lifecycle. For example, Logan City Council reported that three wastewater treatment plants would have to be built within a limited time period.

The nightmare scenario would be requiring emergency projects to be built with minimal preparation, budgeting, or planning due to essential infrastructure failing in ten different councils at the same time, leaving Queenslanders without access to essential services until the matter is sorted. The cost not just in dollar value, but also in human wellbeing and political capital, would be notable. The key to avoiding this is to plan for the entire infrastructure lifecycle, creating a means by which continuous operation and controlled replacement of aging infrastructure can occur without requiring emergency intervention.

Planning for a consistent stream of work that rewards well-functioning teams leads to higher productivity. Similarly, creating a steady stream of varied work will ensure that skilled staff and teams can work consistently, deliver projects in a controlled way, and reduce resources spent on trying to keep failing infrastructure somewhat functional until it can be properly replaced or repaired. A steady pipeline also means that industry is better equipped to take on unexpected situations like severe weather events or stray wind turbines.

The issue with the boom-and-bust cycle is noticeable on several levels of government. In 2024, CCF QLD conducted a survey focused on local councils. Out of the councils that completed the survey, all responded that they only tender with fully committed funding. Nearly half of the respondents stated that the timing of tenders is linked to budgets and/or political cycles, which is further supported by evidence presented to the Inquiry. However, one in five of the surveyed councils reported that "there are no driving factors, they (the tenders) are published at our discretion". A total of 75% of councils surveyed chose one of these options. As a result, contractors struggle with being able to predict when tenders will be released.

CCF QLD believes increased consistency and transparency around funding and projects, both between the different levels of government, but also between councils and the private sector, is desirable and will lead to better efficiency in project pricing and delivery. When the funding process becomes more certain, it becomes easier for local councils to more efficiently assess and award tenders, including publishing the outcomes in a transparent way. A more predictable funding process also means swifter procurement cycles. A combination of improved transparency and swifter tenders is likely to support market capacity, readiness, and a reduction of costs in the long term.

Recommendation:

A long-term perspective is needed to ensure that industry can best serve Queenslanders with their existing resources. It is our recommendation that all levels of government create coordinated long-term plans for critical infrastructure. A 20-year plan for infrastructure with housing and energy infrastructure at its foundation, breaking the partisan approach to infrastructure is needed.

Environmental Management: PFAS as a Case Study

On the matter of per- and polyfluoroalkyl substances, CCF QLD has seen contractors raise a series of concerns.

Firstly, the targeting of civil construction sites for PFAS clean-ups is an inefficient approach to PFAS management. The current approach to PFAS management requires a civil construction site to have a PFAS level of 0 to be considered in line with regulations. The problem here is that PFAS moves with waterflow, meaning that as soon as the project is concluded, the ground will be re-contaminated as water flows back in. This is comparable to mopping up water without addressing the leaking tap. It is inefficient, contributes significantly to cost escalation, and does not actually address the problem of PFAS contamination.

A study by Burns, Stevenson, and Murphy (2021) analysed the results from a field trial commissioned for the Australian Department of Defence at the Army Aviation Centre Oakey that looked at PFAS removal from groundwaters using Surface-Active Foam Fractionation. The study showed remarkable success in addressing PFAS contamination directly at the source, removing 99.5% of the aggregate of perfluorooctanoic sulfonate, perflourohexane sulfonate, and perflourooctanic acid in PFAS contaminated groundwater. Furthermore, the field trial highlighted the sustainability of Surface-Active Foam Fractionation as it requires no chemical reagents nor absorbent media beyond air. The study highlighted the potential to develop fully portable units that can be used in the PFAS removal.

Mapping the sources of PFAS contamination and targeting efforts on those areas will likely result in lower overall levels of PFAS. There has been some work in this area through the PFAS Interdepartmental Committee (PFAS IDC) in the form of both past and ongoing investigations. There are currently six locations where the Queensland Government has issued current and ongoing health advice in relation to PFAS: Gold Coast (Coolangatta) Airport, Ipswich waterways, Mackay Airport, Port of Gladstone (Ship Creek), Toowoomba (Gowrie Creek), Townsville (Lakes in Idalia). This is in addition to investigations into areas operated by the Department of Defence, the Queensland Fire Department, and several Queensland ports.

Furthermore, SEQ Water's September 2024 Monitoring: Southeast Queensland raw water results highlight the presence of PFAS in Queensland drinking water. The results fall within the acceptable limits set by the Australian Drinking Water Guidelines (ADWG).

Additionally, an article by Fleur Connick from January 2025 published by ABC News highlights that PFAS levels were found exceeding the guidelines in two dams in the Blue Mountains and in bore water in north-east NSW, resulting in a NSW inquiry into the issue. Similarly, an interim PFAS treatment system was commissioned to treat drinking water in Katherine, NT, in 2023.

Moreover, industry is reporting issues with a lack of designated disposal sites for PFAS-contaminated materials in regional and remote areas. The cost of transportation for waste materials to appropriate sites is a hurdle that disproportionately harms rural and remote works.

In summary, if the goal is to limit PFAS exposure to humans, animals, and fauna, the best approach is likely to be to target PFAS removal efforts at the source of contamination as well as where contact is the most likely to occur.

Recommendations:

a) *Targeted mapping of the sources of PFAS contamination. Once the sources are identified, focusing PFAS cleanups on those sites will result in more efficient control of the PFAS.*
b) *Intervention levels of contaminants must consider the cost of remediation against the practicality of environmental improvement*

Harmonisation of Standards

Circular economy & sustainability. The harmonisation of standards is essential to improving productivity and sustainability, particularly in the context of moving towards a circular economy. *Opportunities in the Circular Economy* (CCF 2024) highlights the issue of a shortage of materials often playing a role in not merely increased costs, but also in creating delays to project completion, undermining productivity, and the issue of meeting critical infrastructure needs. One way to address this issue is to increase the proportion of recycled materials and material waste in the civil construction industry.

CCF (2024) argue that 'the creation of consistent enforceable standards that apply to all government-funded projects – whether managed by state or local authorities – will be critical to achieving this goal. Such standards should include specific targets for recycling rates, the use of sustainable materials and waste minimisation strategies.' Without consistent standards, it becomes significantly harder to recycle perfectly viable materials.

It is essential that industry is included in the early planning stages of projects to be able to identify opportunities for where resources can be reused and where waste can be reduced. Looking at sustainability as a requirement during the tendering process would allow contractors to present innovative solutions that improve sustainability metrics, reduce costs, and are more likely to be delivered on time.

Consistent standards make it easier for contractors to optimise available materials and reduce the amount of time that needs to be spent on adjusting designs, materials, and processes.

In order to be able to recycle materials like asphalt, aggregates, or steel, there has to be harmonised standards between jurisdictions. It should not be challenging to reuse materials between Coolangatta and Tweed Heads because a state border cuts through the cities.

One example of standards differing between jurisdictions is Brisbane City Council taking a different approach to the use of gravel in pavement construction than other councils in Southeast Queensland, with some potentially concerning consequences.

When building a pavement, three distinct layers of gravel are used. Each layer has a different purpose and uses different types of gravel. While gravel is generally graded on 'quality', the different gradings have different applications.

Gravel layers and grading specifications

Other councils: Bottom layer – Type 2.5, Middle layer - Type 2.3, Top layer - Type 2.1.

BCC: Bottom layer – Type 2.4, Middle layer – Type 2.3, Top layer – Type 2.1.

The problem is that Type 2.4 is not produced by quarries.

As a result, contractors end up using gravel rated at Type 2.3 to be able to meet this requirement. The price difference between 2.5 and 2.3 is roughly $11.00 per m3 of material placed and has no practical benefits.

As a result, while it might appear as if a requirement of using gravel rated at 2.4 or above is simply a requirement to use higher-quality materials and therefore raises the quality of the project, this is not actually the case. At best, Brisbane City Council pays more for their pavements for no practical reason. At worst, Brisbane City Council pays more for lower quality pavements.

Another example is the differing requirements between water authorities in Southeast Queensland. Water authorities use the Southeast Queensland Water Supply and Sewerage Design and Construction Code (the Water Code). The Water Code is designed to have a harmonious approach to design and construction, but each authority has its own requirement under the Water Code. The industry must navigate different planning, design and installation requirements including different materials and precast requirements. All for the same purpose infrastructure. This adds great cost due to bespoke requirements across jurisdictions. Each jurisdiction requires different skills and techniques that if were harmonised efficiency would be gained through economies of scale and simplification of skills.

Recommendations:

a. *Develop harmonised standards across jurisdictions for civil works.*
b. *Harmonise standards that incentivise sustainable practices as a means of reducing the use of virgin materials.*

2.6. Priority areas for reform for the Queensland Government to efficiently address identified challenges in the short, medium and long term (including but not limited to labour availability, skills availability and market competition, the availability of suitably qualified head contractors and sub-contractors etc)

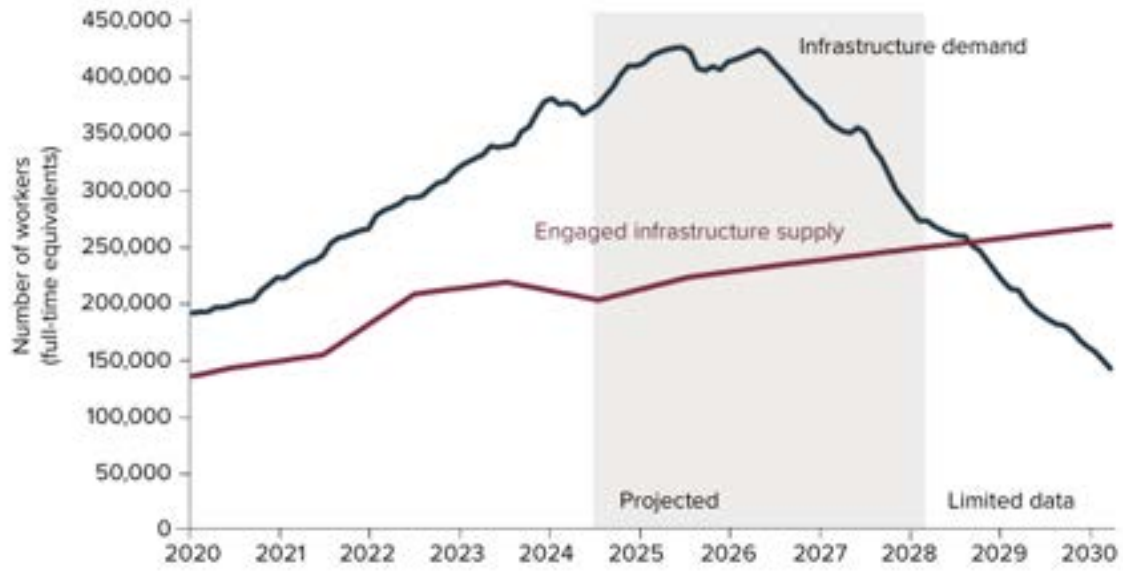
There is a critical skills shortage in the civil construction industry that needs to be addressed. Throughout this submission, concerns regarding red tape creep in the context of skills and licenses have already been addressed. In addition to these concerns, CCF QLD believes there are further aspects to consider when addressing the issue of skills availability.

Skills Shortage

Civil construction directly employs over 200,000 people in Australia, with additional people working in related areas like compliance and business support. Infrastructure Australia reports a shortfall of 197,000 workers in civil construction.

Construction Skills Queensland's (CSQ) (2025) report *Horizon 2032 – Imagining Queensland's future construction workforce* forecasts average labour required to deliver the engineering construction pipeline in the 19,000 – 35,000 range over the eight years leading up to 2032. The eight-year average for key construction occupations in demand highlights the need for 2,000 earthmoving plant operators and other labourers (such as road traffic controllers and sign erectors among others) respectively. Structural steel construction workers, construction and mining labourers, concreters, electricians, civil engineering professionals, construction managers, and crane, hoist and lift operators all have an average demand of over 1000 (CSQ 2025).

Figure 20: Demand and supply of infrastructure workers (2020 to 2030)



Source: Nous Group commissioned by Infrastructure Australia (2024)

CCF FY2025 Annual Market Capacity Survey reported that only 6.32% of surveyed contractors had no issues with recruiting skilled staff. The presence a shortfall in the skilled workforce is further supported by CCF QLD's May 2025 survey of members' thoughts on the skilled workforce, where every single surveyed contractor reported experiencing a skills shortage in Queensland.

CCF QLD's survey found that the skilling needs were the greatest for supervisors, plant operators, skilled labourers, and leading hands. Our survey also found that the majority of contractors do not believe there are enough local people who would be willing to enter the civil construction industry even if they had access to skills training. Contractors also highlighted that there are challenges with retention in the civil construction industry.

Contractors viewed the option of utilising skilled migration to address specific skills shortages in a favourable light but found significant red tape a deterrence. Contractors were also concerned with the availability of housing and other support for workers, language skills, and the costs associated with utilising skilled migration.

The Classification of Civil Occupations

CCF QLD and our federal counterparts at CCF have long advocated for the recognition of civil construction occupations to be improved.

1. Jobs in civil classified as Machinery Operators and Drivers rather than as technicians or trade workers.
2. Civil Occupations like Tunnel Constructer, Bulldozer Operators and Earthmoving Plant Operators are classified as low skilled occupations (4), rather than recognised as apprentice tier (3), such as welders, painters or bricklayers.

While these occupations all require significant skill at a professional level, it is worth considering that the average untrained person is more likely to be able to safely paint their house than they are to be able to safely construct their own tunnels.

Why is this classification important?

This classification system is critically important because it determines how government support is allocated.

On a federal level, agencies such as the Department of Home Affairs and the Department of Employment and Workplace Relations rely on these occupational codes to determine eligibility for skilled visas, apprenticeship funding, and workforce development programs. When civil occupations are misclassified or overlooked, the industry misses out on essential support—despite playing a foundational role in delivering core priorities like housing, energy, and infrastructure.

Government programs intended to incentive the uptake of priority occupations like the Australian Apprentice Incentive Scheme (AAIS) are intended to support construction apprentices

For example, the AAIS funding program does not include civil occupations, thus excluding civil contractors from the following incentives:

- Priority Wage Subsidy up to $15,000* (paid to employer/host)
- Apprentice Training Support Payments $5,000* (paid to apprentice)
- Apprentice Trade Support Loans up to $22,890* (paid to apprentice)

The trade apprenticeships not recognised are:

- Certificate III Civil Construction
- Certificate III Civil Construction Plant Operations
- Certificate III Trenchless Technology

BuildSkills Australia (2024) has presented data demonstrating that where incentives are targeted at employers there is a bigger uptake of apprentices. For example, during the height of the COVID-19 pandemic, government incentives caused the number of apprenticeships being undertaken to nearly double in numbers. Since the incentives disappeared, the numbers have returned to 'normal' levels. In 2019, BuildSkills (2024) noted roughly 30,000 commenced apprenticeships in Australia, rising to almost 90,000 in 2020 and 2021, with a sharp drop off to 50,000 when the pandemic wage subsidy period ended.

Upskilling

The CCF QLD May 2025 survey revealed a distinct difference in how contractors perceived VET providers when discussing upskilling existing staff compared to introducing new people to the industry. While TAFE was found to be a good option for initial traineeships and apprenticeships, Registered Training Organisations (RTOs) were strongly preferred for upskilling those who are already in the workforce. The flexibility and customisation offered by RTOs make them the preferred option for contractors who wanted to upskill existing staff. Our survey shows the importance of support being directed to both RTOs and TAFE in order to ensure that the civil construction industry's upskilling needs are met.

The three most commonly cited barriers to upskilling individuals who are already in the civil construction industry were: a lack of skilled mentors/teachers, a lack of time, and a lack of interest from workers in pursuing additional training.

Contractors also reported that training targets set by procurement policies and contracts were either unhelpful or had no impact on their willingness or ability to upskill their workforce. This is because the recognised shortage of skills is a primary driver for them to upskill their workforce. However, skilling targets or quotas are useful to ensure all of industry regardless of their appreciation for the skills shortage work to drive the overall skilling requirements.

Recommendation:

Provide incentives to employers to take on apprentices and trainees.

2.7. Key recommendations and themes from other relevant productivity reviews, including those undertaken by the Australian Government Productivity Commission

This section examines the Australian Government's Productivity Commission's findings on skills licenses, including digitalisation

Skills Licenses

The research paper published by the Australian Productivity Commission (PC) on housing productivity examined the case of skills licenses. Since 2023, the PC has recommended that Australian jurisdictions review and simplify the systems surrounding occupational licensing.

The PC highlights the introduction of digital trades licenses and credentials to ease applications and renewals where appropriate. Furthermore, the Productivity Commission highlighted the potential of increasing efficiency through reviews of occupational licenses.

The PC also highlights that several Australian Governments have introduced automatic mutual recognition of occupational licenses, but that Queensland does not participate in the scheme.

In 2024, the PC modelled the potential economic impact of 'removing unnecessary licensing and registration requirements and streamlining remaining requirements to ensure they are justified by consumer safety risks' as a part of modelling supporting National Competition Policy Reforms. The PC found that if the proposed reforms were fully implemented, they could boost GDP by $5.2 billion - $10.3 billion as a result of a productivity boost in industries with likely high incidences of occupational licensing requirements.

Another example is the lack of harmonisation of traffic management requirements across the states. Whilst Austroads has developed a harmonisation strategy, each state has elected to treat the skills and licensing separately. For example, traffic controllers from NSW would need to gain a Queensland traffic control license to operate in Queensland.

It is imperative that skills can be transferred across jurisdictional borders to help the workforce easily flow to where the demand is.

Recommendations:

a. *Digitalise of occupational licenses where appropriate.*
b. *Queensland should implement automatic mutual recognition of occupational licenses in civil construction*
c. *Review of occupational licensing requirements to address potential red tape creep in licensing requirements in construction industries.*

2.8. Impact on small and medium scale subcontractors in regional areas to compete for government tenders due to regulatory requirements

This section examines the impact of procurement processes, business vulnerability, and how the Queensland government can best adapt to better support small and medium enterprises.

Small and Medium Enterprises

Small and medium enterprises (SMEs) need to be given greater opportunities to compete with more well-established or larger businesses. As presented above, CCF QLD supports the de-bundling of infrastructure projects where possible, to ensure that SMEs can put forward competitive tenders and secure more work. Packaging projects beyond the capability of reasonable contracts is detrimental to small and medium scale subcontractors. As demonstrated in the figure below, the proportion of the total contract value in Australia awarded to tier 3, and to a lesser extent tier 2, companies has shrunk since 2016 (Infrastructure Australia 2024). In 2024, more than half of total contract value was awarded to Tier 1 companies, with the top 5 multinationals holding 41%. In Queensland, over 75% of the dollar value in transport infrastructure projects has been found in 100M projects, meaning that tier 2 and 3 businesses are left with 25% of the market.

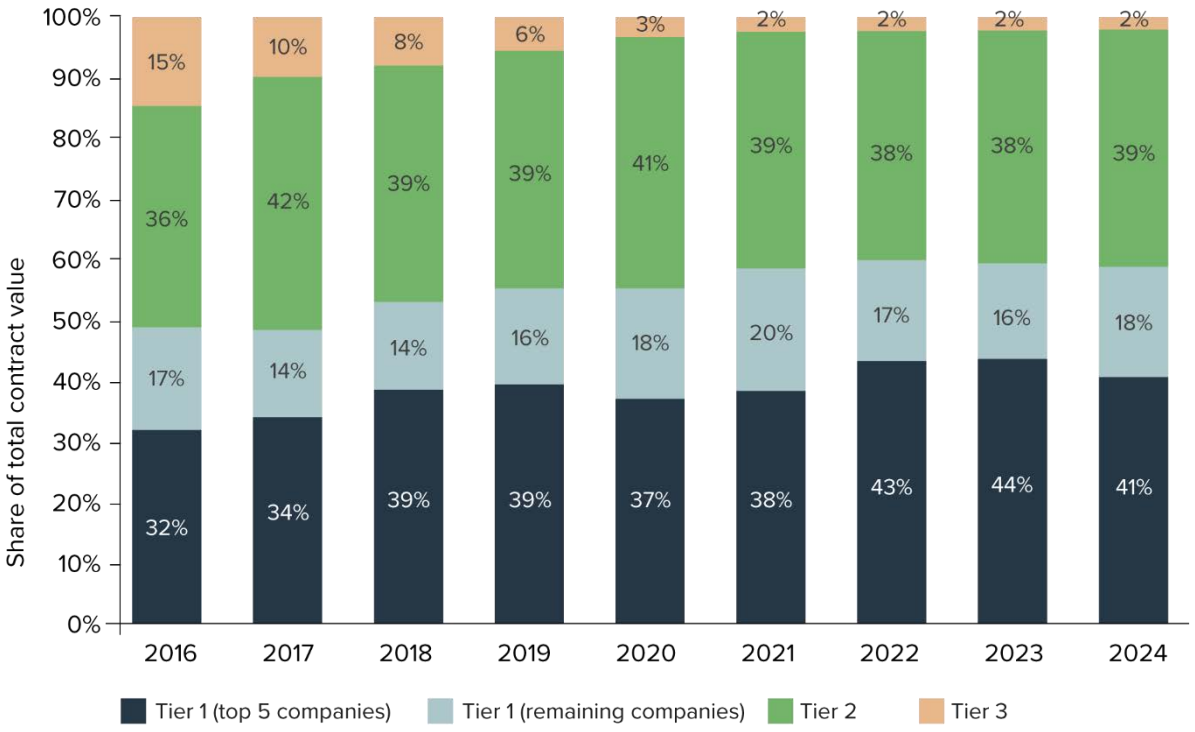


Figure ii Market share of public infrastructure construction contracts by tier of construction company (2016-2024) Infrastructure Australia (2024)

SMEs are the most vulnerable to the boom-and-bust cycle previously discussed as their margins are smaller and they are often restricted to working at a small number of projects at any given time.

There has to be sufficient work to keep these contractors going. They need the opportunity to grow and develop, including through capacity-building.

There needs to be a better focus on planning and tendering during the wet seasons so that projects are shovel-ready at the start of the dry season, reducing the impact of seasonal changes on productivity. It is important to understand that regional contractors are often newer to the industry – it is imperative that the Queensland Government supports their development through manageable regulatory requirements and ensure pre-qualification requirements are not too onerous for these contractors.

Another way that smaller businesses in particular are impacted is through delays in the tendering process. It is common for government projects to have significant delays during the tender and planning stages. It is difficult enough for larger businesses to navigate, but for small and regional contractors, blowouts to the tender timeline creates increased uncertainty that they do not always have the financial margin to navigate. Subcontractors are often involved later in the tendering process and are thus more vulnerable to changes occurring throughout it as they have less time to plan and implement solutions. Ensuring that small and medium enterprises have access to information, resources, and training on how to protect themselves during negotiations, improve practices, and how to better navigate procurement processes is an important aspect of building capacity.

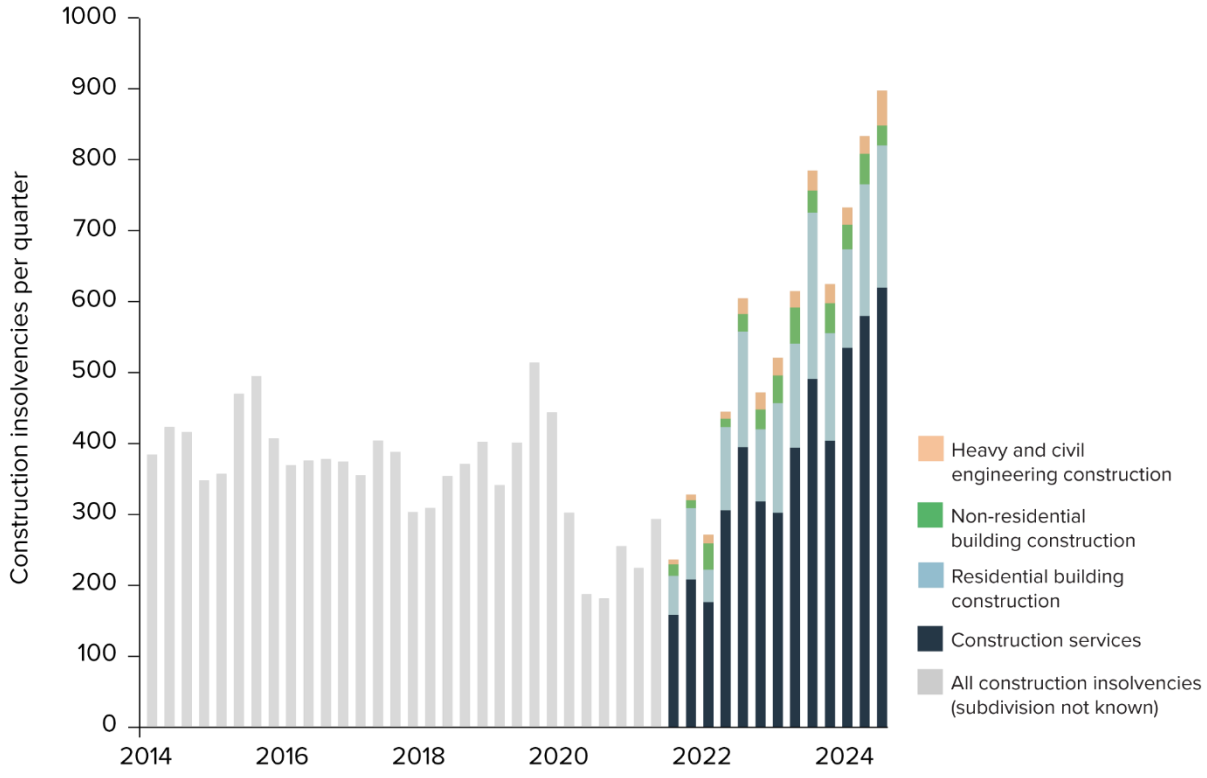


Figure iii: Insolvencies in construction industry by industry subdivision (Q1 2014 to Q3 2024). Infrastructure Australia (2024)

Figure iv demonstrates the importance of delineation in addition to depicting insolvencies in the construction industries. Heavy and civil engineering construction businesses only make up a small

portion of the insolvencies in the construction industry. In fact, heavy and civil engineering had the lowest rates of insolvencies of any industry group in construction 2023-2024.

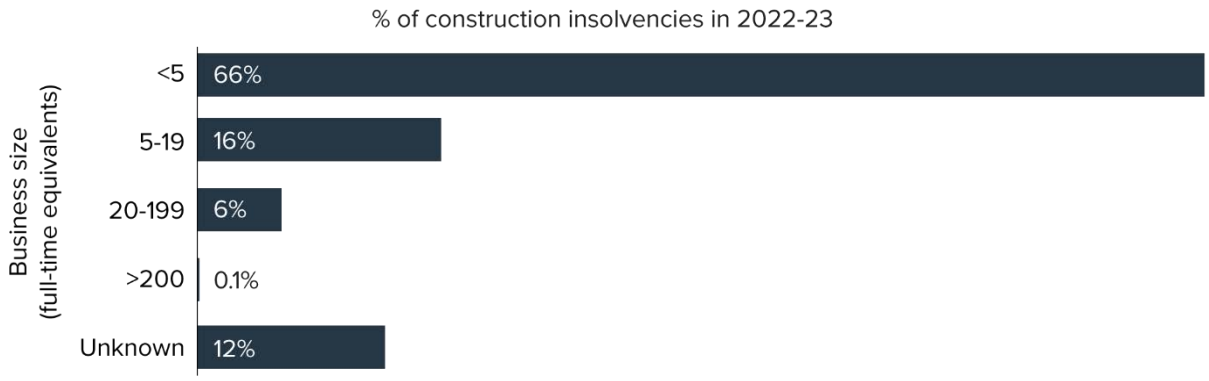


Figure iv Source: Australian Securities and Investments Commission (2023)

CCF QLD agrees with the concerns raised by Infrastructure Australia (2024) regarding the impacts on subcontractors of: poor tender practices, poor project documentation and document control, poor scheduling and planning, and the impacts of quality of trust and relationships on infrastructure projects. Infrastructure Australia (2024) reported instances of up to 40% of subcontractor staff on site being tied up in non-productive administration and instances of bid-shopping where the intellectual property of subcontractors was exploited.

2.9. Flow on effect across the industry of government regulations to compete for labour and resources on both wages and work conditions

As will be addressed at various points throughout this submission, it is critical to improve the coordination of the infrastructure pipeline, reduce the extremes of the boom-and-bust cycle, and improve the planning process for infrastructure and housing projects.

Regional Focus

There must be a greater focus on rationalising interdepartmental projects, particularly in regional areas.

Regional and remote contractors face additional challenges in competing for labour. Given the extensive impact of the wet season in 2024-2025, several civil construction projects have come to a standstill. For contractors who have had to pause their projects, staff retention becomes a problem as experienced workers move to areas that are less impacted by the wet season. When projects then begin to start up again, contractors in regional and remote areas find that it becomes increasingly difficult to recruit staff due to housing shortages. An increased awareness of the impacts of the wet season during the tendering and planning stages of the projects would enable contractors to better retain staff during this time.

Regional and remote areas are more likely to be routinely impacted by the wet season, meaning that it is essential to work with the seasons to ensure that work is not interrupted by weather events. The wet season is an excellent opportunity for tender processes in Far-North Queensland, which would in turn enable the work to be ready to start when the dry season arrives.

Reports from the Inquiry into Local Government Sustainability further revealed how infrastructure projects are impacted by their location. Evidence presented during the Inquiry revealed that it is harder to secure infrastructure funding for barges and ferries than roads, which disproportionately affects areas like the Torres Strait. Further, the cost of materials is often greater in rural and remote areas given the complications of transporting the material to these regions.

Additionally, it is important that projects of a similar nature are spread out across time when there is a workforce shortage. A sequential approach to projects of a similar nature in regional and remote areas, alongside additional strategies to support a more mobile workforce, would allow increased control of the impacts of lacking and failing infrastructure.

2.10. Factors that limit the availability of suitable labour for building and civil construction, skills development of the labour force, and matching of labour supply with sector demand, and how policy settings can be improved

The issues surrounding skills and labour shortages have been addressed throughout this submission.

Skills Shortage: Core Issues

Simply put, the civil construction industry needs more workers. According to CCF QLD's (2025) survey of our members' perceptions of the workforce, there is simply not enough interest among the local population to fill those shortages. Migration, both from interstate and internationally, will need to play a role in addressing the shortages. If Queensland is able to recruit medical and educational professionals from countries with similar systems and requirements as our own, we should be able to take a similar approach with recruiting civil construction professionals.

There needs to be greater incentives for skilled construction professionals to upskill as supervisors, trainers, and mentors.

Civil construction currently offers shorter training options than residential construction on average. As a result, it should be an appealing option to present to individuals who are experiencing unemployment or who need to change industries.

In general, promoting civil construction professions to younger individuals, especially to young women, is likely to result in greater interest in the sector – particularly if the diversity of the broad spectrum of roles within civil construction is highlighted.

2.11. How government procurement and contracting arrangements, including Best Practice Industry Conditions, affect productivity in the construction sector, and how practices and policy settings can be improved

As productivity is extensively discussed throughout this submission, this section will focus on securities, construction contracts, and on the impact of Best Practice Industry Conditions.

Return of Securities

Every construction contract requires the contractor to provide security to secure the quality and performance of the contractor, this serves the same purpose as a security deposit.

AS 4000-2024 (Australian Standard) requires the contractor to provide a maximum of 5% of the contract sum as security. At the end of practical completion of the project, 50% of that sub is released. The remainder is released upon the end of the project's liability period. Security can be provided as a bank guarantee, and/or insurance/surety bond, underpinned by cash or other assets.

Some Queensland Government agencies require a total of 7.5% of the contract sum to be provided as security. It is not uncommon in the private industry for the amounts of security to vary from the Australian Standard type of contract.

In addition to the recent demand for higher-value performance security, this is overlayed with additional bonding for advanced payment, off-site unfixed material, extended defect liability periods, and parent company guarantees. The latest increases in bonding percentages from TMR will result in less competition as local contractors will not be able to participate in the construction of Queensland infrastructure as only the largest foreign contractors will be able to meet these terms.

Contractors end up in a position where a substantial amount of funds are being withheld post-completion of projects, which limits their capacity to engage in further work. Margins are often very tight, and it is important that contractors are not out-of-pocket for prolonged periods of time. It is imperative that the availability of cash is maximised, particularly in scenarios where everything has gone according to plan as opposed to when relevant concerns have emerged during the project.

It is exceedingly difficult to procure and maintain an insurance bond facility for contractors with annual revenues of less than $150M. There are fewer providers in the market and this decline is part of an ongoing pattern which is lowering competition and market accessibility. The security facilities have onerous terms which are regularly reviewed, putting additional burdens on contractors. An unintended consequence of this is that the market becomes concentrated among large foreign-owned contractors. This drives up costs while reducing competition and innovation.

Bank guarantees require significant quantities of cash or other equity to be tied up in term deposits, thus reducing a contractors available working capital. Costs of bank guarantees and insurance bonds are up to 3% of the bond value per annum, which also adds to the cost burden of contractors and

adds cost to the projects to the value of 0.15%. In other words, the problems with bank guarantees and insurance bonds are similar to the concerns with cash securities.

The higher demands for securities at 7.5% cause additional concerns for contractors as the banking sector and bonding markets are unaccustomed to this rate, placing additional exposure on contractors.

All contractors have a finite limit to their security facilities, no matter the size of their business. When multiple projects are being contracted in parallel and/or the return of security is delayed, then the contractor's ability to enter future contracts is limited. The capacity of the contractor is not limited by its resources but rather by its security facilities.

The risk to principal contractors under cost-reimbursable contracts is reduced and it is reasonable to reduce the total value of security to be provided. This is due to each step of work done is verified, valued, and paid back-to-back with the contractors' costs.

The risk of insolvency of the contactor and its supply chain is reduced significantly. The risk of non-conforming work is also reduced. This is because the contract provides for verification of quality prior to payment and defects are addressed under the same payment requirements. It is arguable under these contracts that the amount of security should be zero.

There are several benefits of the early return of securities:

- Contractors' capacity to take on more work increases as it is now based on their resource limit and not their security facility limit.
- Reduced costs to the contractor and the State of Queensland.
- Unlock more capacity within the industry by making it easier for more contractors to participate.
- Improved cashflow for contractors, which improves financial sustainability.

Recommendations:

a. *All construction contracts which are not cost reimbursable should be restricted to the requirements of AS 4000-2024*
b. *Cost reimbursable contracts should be restricted to a maximum of 2% of the contract sum.*
c. *For TMR Design & Construction and construct-only models, revert security payments back to the previous market benchmark (5% of the contract sum).*

Contracts and Risk

In addition to matters that have been discussed elsewhere in relation to construction contracts, it is important to note the treatment of risk within contracts. The core issue here is the variations of terms that end up pushing all the risk to the contractors. While it has been discussed in depth in

this submission in relation to small and medium sized enterprises, it is essential to note that it affects businesses of all sizes.

Beyond a limited set of circumstances, the contractor is not the best actor to manage risk. Contractors often have the least amount of time in the project cycle that can be dedicated to identifying and valuing the risks involved. This puts them in an unfair position as they then must put undue pressure on the contract to address these risks, such as disputes, poor performance, insolvency project delays, and so forth.

Contracts are often highly complex in nature, putting both the contractor and contract administrator in a difficult position to manage the requirements. This in turn leads to delays, disputes, and contractors trying to allow for additional costs at tender time to secure a financial margin that makes the level of risk manageable.

By shifting the approach to risk and engaging with these concerns prior to tender and taking a collaborative, the higher the probability of timely risk identification and the chance to implement strategies to tackle those risks. Only risk that a contractor can properly price, manage, and fall within a reasonable scope of expectation should be put to the contractor.

Recommendation:

All construction contracts must be subject to an unfair terms test unless it is a contract presented according to the Australian Standards.

Best Practice Industry Conditions (BPIC)

The 2019 Best Practice Industry Conditions (BPIC) agreement caused significant issues for the civil construction industry, as well as for the broader construction in general.

BPIC was a state mandated pattern Enterprise Agreement that was implemented as a contractual requirement to sidestep the federal industrial relations laws. Whilst the document itself was non mandatory, there was a pre-qualification and contractual requirement to meet or exceed the wages and conditions set out in the document. BPICs were established for building works, transport and rail, water infrastructure, and the renewable sector.

The formation and implementation of BPIC ignored the foundations of enterprise bargaining where enterprise agreements are negotiated in good faith and with genuine agreement between employers and their work force.

The principle of the process is to recognise the differences between enterprises and workforces to deliver productive outcomes as well as wage and conditions benefits for employees. BPIC ignored this.

Clauses in BPIC were not productive. Clauses required productivity measures to be agreed with the union. Inclement weather, heat, clauses ignored the established Safe Work Australia guidance

material. The introduction of fixed rostered days off and other non gazetted days off restricted the flexibility of works sites, and by extension their workforce to navigate flexible working solutions that suited all parties. The clauses were designed to provide time off and push normal time into overtime, all at great cost to the contractor and the state of Queensland.

BPIC had an impact on direct labour costs. Before the introduction of BPIC, labour rates were based on approved Enterprise Bargaining Agreements, whereas after the introduction of BPIC, direct labour rates were based on BPIC equivalent rates even for non-BPIC projects. In total, CCF QLD members reported an average total cost increase on their projects of 28% as a direct result of BPIC.

Our engagement with members noted a 10.5% increase in direct labour costs under BPIC rates. A similar pattern was noticed with subcontractor labour costs, where introduction of BPIC caused subcontractors to increase the pricing labour component to align with BPIC (again, not limited to BPIC projects) to an increase of 3.75%.

Beyond the direct cost impacts, there were also further impacts reported by our members.

- BPIC resulted in less flexibility in negotiating Enterprise Agreements as they established a new norm.
- Non-BPIC projects lost or were at risk of losing staff members to BPIC projects.

All construction projects in Queensland compete for the same pool of employees. The introduction of BPIC meant that to retain employees, all projects had to compete against the higher BPIC rates of pay. This cost increase was borne by the private sector as well, including the housing industry. The effect of this policy was directly contributed to the rising cost of housing. Feedback from industry revealed increased industrial unrest following the introduction of BPIC and attempts to disrupt the industry's long-standing good professional relationship with the Australian Workers Union in favour of other, less relevant, unions. Unions have an important role to play in industrial relations and industry needs to be free to engage with unions in a constructive, respectful, and collaborative way. It is neither appropriate nor necessary for the State to intervene through policy measures.

Recommendation:

That BPIC's suspension becomes a permanent removal.

2.12. Barriers to entry, investment and innovation in the sector, and potential options to address those impediments

This section examines procurement and red tape as barriers to entry, as well as the barriers to innovation facing the civil construction industry. Further, this section examines the detrimental impact of the reliance on IS-ratings as a verification of sustainability metrics in the sector.

Procurement and Red Tape as Barriers to Entry

One of the greatest barriers to entry is the significant presence of red tape in the civil construction industry. In general, the more red tape there is, the more resources contractors must spend on administration. CCF (2025) found that most contractors (n=51, N=95) spent 30-40% of their time on paperwork ensuring compliance with government regulation compared to 60-70% construction work. Roughly one third of respondents spent 20% or less of their time on paperwork and 13% of respondents spent half their time or more on paperwork.

Having to hire administrative staff as a small business can be a significant barrier to entry and growth. For small businesses who are not yet at the stage of hiring administrative staff, it is important that regulations, policies, and procedures are readily accessible. It needs to be easier, clearer, and more straightforward for new businesses to be established and to be able to compete.

Procurement often requires unnecessary processes, documentation, and different stages of expressions of interest. Learning how to navigate procurement processes, as well as ensuring continuous high-quality documentation, layers of approvals, and even how to read relevant policies can present challenges to new contractors. One of the elements of this is the requirement to demonstrate the knowledge and resources the contractor has on paper, particularly for contractors who may have a lower level of education, who live with learning disabilities, or who encounter language barriers in dealing with official documentation.

It is important that contractors have the opportunity to access resources about policy changes, regulations, and requirements. This goes beyond merely publishing documents online, the documents themselves must be accessible and easy to understand. Ensuring that there are opportunities for contractors to engage with training and access support to develop their capability and capacity is vital. Hands-on and interactive training should be available where appropriate.

Recommendations:

a. *Reduce red tape in civil construction, simplify processes, and streamline government policies.*
b. *Develop systems that approach contractor errors from the perspective of continuous improvement where possible.*
c. *Use accessible official documentation, such as plain language versions, documents that work with screen readers, and the promotion of tools that help address language barriers.*

Innovation

The Australian Government's Productivity Commission's Research paper titled *Housing construction productivity: Can we fix it?* outlined some of the factors behind a lack of innovation in housing construction that are also applicable to the civil construction industry. According to the paper, "innovation activity and spending in the construction sector is low compared to other sectors. Only 35% of all construction firms are 'innovation-active' and the sector has been slow to take advantage of digital technologies and new processes like prefabrication. Low levels of innovation arise because of fragmentation, industry culture, lack of direct benefits from innovation and the 'chilling effect' of regulatory changes".

The same research paper found that the high regulatory burden on construction industries affects the businesses' ability to innovate as the focus has to remain on ensuring compliance within the constrictions outlined in the project's budget and expectations of timely delivery.

The construction industry, housing and civil alike, is swamped by red tape that places a significant burden on smaller contractors and creates a barrier to entry, innovation, and growth. For example, another benefit of harmonising standards between jurisdictions would be that it becomes significantly easier to use pre-fabricated materials in civil construction projects. However, there is significant resistance from existing standards and government clients when it comes to using pre-cast or pre-fabricated materials.

Competitively procuring innovation is impossible when specifications are prescriptive and will not allow alternative products or methodologies. One example of an innovation impacted by this is quality assurance using intelligent compaction and other digital methods.

Recently, our members were asked to provide feedback on their experiences on having alternative bids that featured ideas for innovation rejected. The overwhelming response was that they do not even bother putting forward alternative bids because they know those bids will be rejected. Simply put contractors do not bother pursuing innovation because they know there is no point in trying. It was expressed that the Queensland government likes innovation in theory but that they are not willing to pursue it.

Another component here is the notion that there is a lack of incentives for innovation for civil contractors in Queensland. Members highlighted clause 46 Innovation in the *New South Wales Government GC21 (Edition 1) RTA General Conditions of Contract for Design (to the extent specified) and Construction* as an example of where innovation is incentivised in a constructive way. The clause states that

> 'if the Principal accepts the Contractor's proposal, the Contractor benefits by retaining immediate savings in its costs; the Principal benefits from the added value to the Works, reduced operating or maintenance costs, or similar savings. Alternatively, if stated in *Conract Information* Item 42, the parties agree to share the savings in costs derived from an innovation.'

Clause 46.8 specifies:

Notwithstanding the provisions of clause 46.5, if indicated in *Contract Information* item 42, the savings in the cost to the Contractor of the Works with the changes proposed by the Contractor and accepted by the Principal under clause 46 must be shared by the Contractor and the Principal in the proportions of the savings stated in *Contract Information* item 42. The calculated savings must include the assessed reduction in the costs of the Works to the Contractor and Subcontractors and Suppliers, less any costs incurred by the Principal in assessing or implementing the changes, including but not limited to design work.

Contractors have often expressed frustration to CCF QLD that there is significant resistance from government in accepting practices that have been trialed in other jurisdictions and that there is a lack of willingness to take on any risk that comes with innovation.

Deloitte's *State of Digital Adoption in the Construction Industry 2025* does reveal that digital adoption is accelerating across the construction industries. The report found that businesses are also planning to adopt more advanced technologies, with 72% out of the 894 surveyed construction businesses across six markets (including Australia) planning to adopt AI and Machine Learning Tools.

Deloitte (2025) found that the top three barriers Australian construction businesses saw to using digital technologies were: lack of digital skills, too expensive and uncertainty of required skill and tech, and limited budget for technology. The report found that Australian construction businesses have moved from using an average of 5.3 technologies to 6.9 in a year.

Deloitte (2025) also found that the top three benefits Australian construction businesses gained from digital technologies were: improved efficiency, uncover new ideas/insight, and increased revenue.

When considering broad benefits from technology adaptation, the *Deloitte Access Economics Construction and Engineering Business Survey* (2025) found that the most commonly cited benefit observed by businesses who had introduced new digital technologies were increased productivity, increased profitability, and increased quality of goods or services.

Chart 3-1 **Benefits observed since introducing new technologies**

Source: Deloitte Access Economics based on construction and engineering business survey (2025)
Note: Businesses could select up to three benefits.
Sample: 572.

This signals that resistance to innovation and new technologies does not come from the businesses themselves and that there are ample benefits to improving innovation and the implementation of digital technologies. It is worth considering how the Queensland government can best support businesses who wish to innovate.

Overall, the industry is willing to lead in the implementation of innovation. However, there needs to be greater acceptance from clients that there is a cost for the research and development of innovative products and practices. Innovation is not possible without some acceptance of risk and liability by the client.

Risk can be mitigated by observing where products and practices have been used in other jurisdictions or by trialing in low-risk situations.

Procuring innovation competitively and not taking risks on outcomes stifles the speed of true innovation in the industry.

Today's innovation will be tomorrow's norm.

Recommendations:

a. *The specifications relevant to civil construction shift from being prescriptive to being performance based.*
b. *Queensland government agencies and departments should accept greater risk and allow for more trials of new technologies, methodologies, and materials.*

c. *The Queensland government should consider adopting a similar approach to NSW regarding sharing savings that stem from design innovations.*
d. *The Queensland government continuously invests in innovation in the civil and residential construction industries.*
e. *Innovation should be included in the tender process where appropriate but not as a competetive item*
f. *The Queensland government should place increased value on trials, practices, materials, and so forth that may be new to the state of Queensland but that are utilised in other jurisdictions.*
g. *The Queensland government should investigate how to best support digital skills training and development in building and civil construction.*

Infrastructure Sustainability Council (ISC) Ratings

The Infrastructure Sustainability Council Rating Scheme is commonly used for large infrastructure projects and aims to provide incentives to improve sustainability metrics. However, there is little evidence to show that IS ratings actually have a positive impact on sustainability, particularly given the flaws of the verification system.

Queensland takes a different approach to sustainability than Victoria, where priority sustainability initiatives are included in the tendering process, but also lacks an in-house sustainability rating system similar to Transport for NSW (TfNSW) Sustainable Design Guidelines.

As a result, Queensland government projects often end up using ratings from the Infrastructure Sustainability Council (ISC) as there are no real competing options at the moment. These ratings are also sometimes referred to as IS Ratings or Infrastructure Sustainability Council Australia (ISCA) ratings. All three terms will be used interchangeably in this section.

There are five main concerns with ISCA.

1. Cost
2. Time & Accuracy
3. Negative impacts on sustainability
4. Transparency
5. The transition from version 1.2 to 2.1 and 2.2

Issue 1: Cost

The ISC is extremely expensive, and even the most basic information is hidden behind a paywall. Contractors do not even have access to read information about what criteria the project will be assessed on as part of the evaluation process before they have become financial ISCA members.

For example, one member mentioned paying an annual membership fee of $23,000 to ISCA. The project they presented as an example was worth $800m with the ISC rating fees alone costing $155,000. After discussions with several members, it seems the average share of the project budget for applicable projects sits at 1-2% for ISCA ratings.

A CCF QLD member reported paying member registration fees, an annual support fee, and paying additional fees based on whether the project is Design and As-Built or As-Built. That same member estimated independent modelling, assessments, and audits could easily cost $180,000. They also highlighted that a sustainability manager (roughly $175,000 per annum) and an advisor (roughly $120,000 per annum) were generally needed for *each* ISC project. This means that each ISC project will cost this member almost $300,000 in hiring sustainability professionals every year. It is vital here to note that these positions are purely for navigating the ISCA ratings, not for actually improving the project's sustainability.

As a part of ISCA memberships and going through the process of obtaining the rating, contractors are supposed to have regular meetings with ISC representatives. However, our members report that these promised meetings either do not happen or run extremely short, meaning that proper support is hidden behind yet more fees. One member reported that whenever they attempt to seek advice from an ISC representative, they are required to submit a TC/CIR, which comes with additional fees.

CCF QLD finds it strange that 1-2% of the budget of major projects is spent on administrative costs associated with sustainability ratings. A $500m dollar project could make significant improvements to factors affecting sustainability by investing the $5-10m currently reserved for ISCA ratings into improving the project. As highlighted in *Figure 1: ISCA verification* below, not even ISC itself believes that their costs are proportionate to the quality of the work they do.

Issue 2: Time & Accuracy

Because of the complexity of the ratings, contractors must either hire staff specifically to work on obtaining an ISCA rating, sacrifice substantial time to do it themselves with existing staff, or a combination of both.

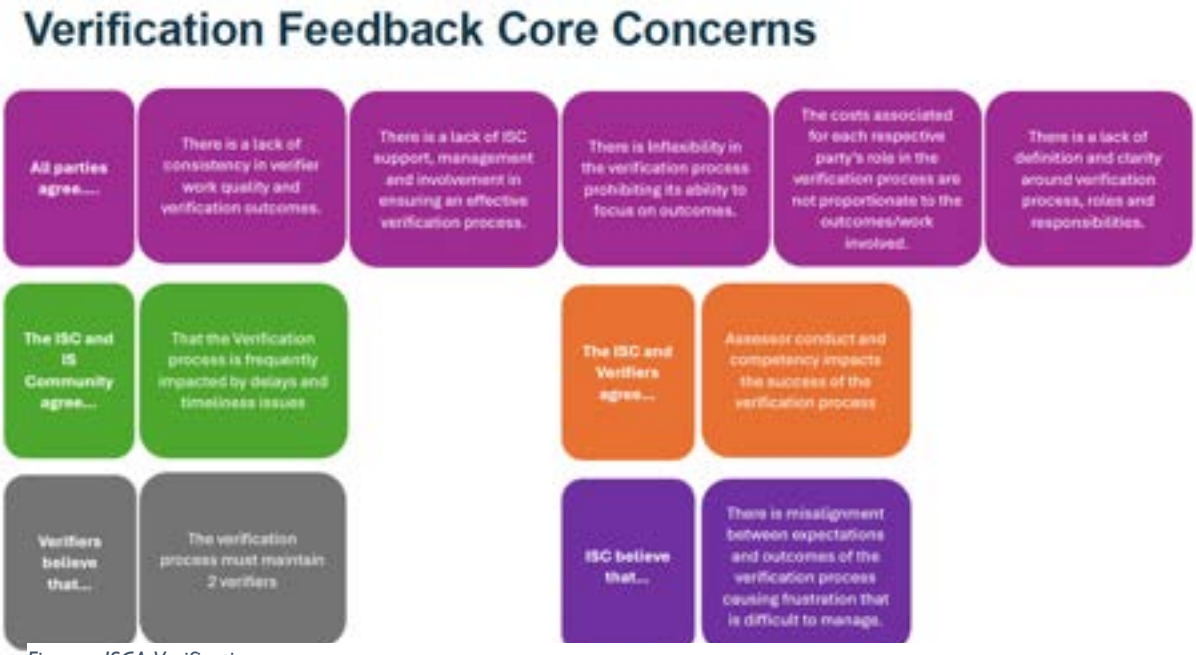


Figure v ISCA Verification

Furthermore, there have been instances contractors have been given incorrect information by ISCA. *Figure v* and *Figure vi* are from the *ISC Verification & IS c2.1 Workplan Update Online Webinar* held on 7 March 2025. The webinar was organised by ISC and focused on presenting feedback from a range of stakeholders.

The feedback core concerns indicate that all parties agree that there is significant cause for concern regarding the verification process. As highlighted in *Figure 1: ISCA Verification*, all parties agree that 'there is a lack of ISC support, management and involvement in ensuring an effective verification process' while the ISC and IS Community agree 'that the Verification process is frequently impacted by delays and timeliness issues'.

This is further underlined by an agreement that 'there is a lack of definition and clarity around verification processes, roles and responsibilities' and that the ISC and third-party Verifiers agree that 'assessor conduct and competency impacts the success of the verification process'. Not to mention that all parties agreed that 'there is a lack of consistency in verifier work quality and verification outcomes'.

These sentiments are echoed by CCF QLD members who have found the IS rating process long and unreliable. One contractor expressed their frustration with their experience with ISCA by stating that they could hand identical documents to ISC three times and get three different results.

Issue 3: Sustainability

If the aim of using a sustainability rating system is to improve sustainability outcomes in the civil construction industry, then there is serious cause to consider whether this aim is actually achieved through the IS rating system.

Contractors report that the best strategy to secure points towards a good IS rating is to go for the 'low hanging fruit' to collect points towards a higher rating. If those points are so easy to collect, it would be worth asking why these metrics are not included as standard requirements for large civil construction projects.

One sustainability professional told CCF QLD that IS ratings 'couldn't be more of a productivity killer' and that IS ratings made them consider leaving the industry sooner than they would like.

Further, the ISCA ratings system does a poor job in incentivising innovation in the area of sustainability. Recently, CCF QLD endorsed a method used by Fulton Hogan and ABFI Steel Group during the Bruce Highway Upgrade – Caboolture to Steve Irwin Way (Contract 2) Project as an Australian first. The initiative reduced both waste and virgin material use by using steel offcuts from bridge pile liners, leading to 64 metres of fully recycled materials being used and 23.75 tonnes of steel being saved for the project.

During CCF QLD's verification, we learned that ISC had also endorsed this innovation. For having brought a new method into Australian civil construction that contributed to the circular economy, reduced the use of virgin materials, and significantly reduced waste, ISCA awarded the project three points towards its sustainability rating. Had the initiative been a world first, it would have been worth five points.

The maximum points that can be earned under the rating system is 103 for 'As-Built' projects. Under the default weighting, the maximum points an 'As-Built' project can be awarded for innovation is 10 (two world-first innovations).

A project could earn 2.5 points from crime prevention, 3.25 points from decision making, and 4 points from urban design. While crime prevention is of course important, it is curious that it is given similar weight to an Australian-first innovation in the context of a sustainability rating. Flooding-design, by contrast, can only be awarded a maximum of 1.5 points. 1.25 points can be awarded for effective communication with stakeholders.

While ISCA uses a weightings assessment to adjust the default weightings, it is clear to see why contractors who look at the default criteria would choose to opt for a strategy of collecting the 'low hanging fruit'.

There is little information provided by ISCA as to how their weightings assessment works and the criteria are not accessible to the public. This means that contractors who have not

previously obtained IS ratings or been members of ISCA cannot properly plan for the process until they are ready to pay for membership.

Having an unreliable assessment system that cannot be accessed by contractors before they are ready to pay for membership (which a contractor would likely only do for the first time when they are awarded a tender for a project that requires an IS rating) is a serious barrier to improving sustainability outcomes on large projects.

Sustainability is essential to the civil construction industry, and it is unreasonable to let a convoluted and expensive program get in the way of genuinely sustainable projects. CCF QLD is yet to hear a single contractor express that the IS ratings system was helpful in ensuring more sustainable outcomes.

Issue 4: Transparency

Unlike almost every other form of sustainability guidelines or ratings systems, the ISC hides significant amounts of information behind a paywall. For example, Level(s), an EU framework of sustainability indicators for the construction industry, is available for free.

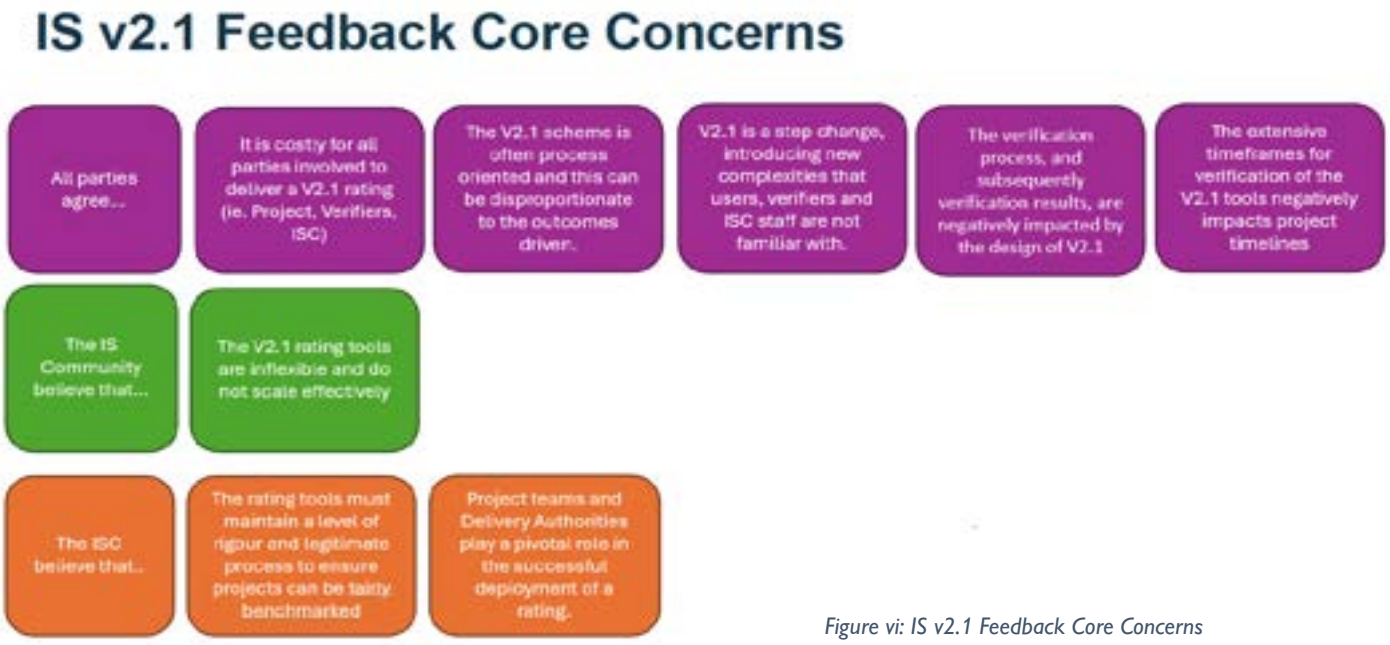


Figure vi: IS v2.1 Feedback Core Concerns

Greenstar (Green Building Council of Australia) provides a good overview of the credits that are used to assess projects to anyone who wishes to read them. TfNSW also provides the materials needed up front. Thus, it is easy to see that the ISCA system is significantly less transparent than other sustainability ratings systems not merely in the same industry in the same country, but also when compared to other parts of the construction industry and when compared to overseas options.

As discussed in the previous section, ISC does not disclose the criteria to contractors who are not members. By contrast, the TfNSW Sustainable Design Guidelines provide those

interested with a guide on what will be assessed and how. There are free tools available, such as a Carbon Estimate and Reporting Tool Manual. Contractors are provided with clear guidance on what is required for each rating, as well as helpful suggestions on how to improve sustainability practices across most criteria.

Issue 5: New Versions

While the flaws of the currently utilised version of the ISC ratings evident, ISCA was moving towards version 2.1 of the ratings system. However, as seen in *Figure 2: IS v2.1 Feedback Core Concerns*, there were significant fears that version 2.1 would result in even worse outcomes. ISC's own feedback process indicated that version 2.1 would be costly, disproportionate, have a negative impact on project timelines due to the extensive timeframes needed for the verification process, would be likely to scale poorly, is inflexible, and that the verification process itself would be negatively impacted by the design of version 2.1.

CCF QLD is aware that the ISC is working on a version 2.2 of the ratings system. However, given that version 2.1 was an attempt to address the known flaws and instead seemingly managed to make things worse, there is reason to believe that version 2.2 will not be a miracle cure.

In addition to all the concerns outlined above, it should be noted that according to CCF QLD members, private clients do not use the ISC ratings. IS ratings are also not commonly used in NSW or Victoria, and there are reports that Western Australia is moving away from relying on ISCA too.

Recommendations:

CCF QLD fails to see a single reason why the Queensland Government should utilise the IS ratings system on any infrastructure projects. By ISC's own admission, the ratings system provides poor value for money, regularly exceeds expected timeframes, and is, at best, inconsistent in terms of quality.

Thus, CCF QLD recommends:

a. *That the Queensland Government, departments, and agencies do not include an IS ratings requirement for any future infrastructure projects.*
b. *That the Queensland Government and associated agencies review the methods used to improve sustainability on infrastructure projects in other Australian jurisdictions.*
c. *An increased focus on how contractors plan to deliver strong results on sustainability metrics during the tender process.*

2.13. Key issues to be considered in implementing reform options identified and views on how recommendations could be prioritised.

5 Keys to Successful Implementation

The first clear step is to remove the duplication of processes that require contractors to document the same thing repeatedly. In order to do that, it is vital to fully map out the bureaucratic burden carried by the civil construction industry and then reduce that burden in the most impactful way. The simplest and most effective way to do this in a comprehensive way is through a government intiative that is dedicated to productivity reform and considers all levels of government, including all departments and agencies. The Australian and Queensland productivity commissions play an important role in this, but it is essential that this does not stop at recommendations made from inquiries.

Secondly, it is vital that the government continues to work with industry and that this collaboration is done from the perspective of continuous improvement.

Thirdly, new legislation and regulations need to be evaluated from the perspective of red tape-creep before introduction and test whether they have a positive productive impact.

Fourthly, one of the greatest barriers to productivity can be found in the pre-construction stage. It is vital that relevant departments and agencies reduce the amount of time they take to process applications. When contractors are reporting a six-week 'community consultation' process for a simple tree-clearing job that will take a total of two hours and more than one month's wait for approvals for minor traffic changes, something has to be done to reduce wait times.

Fifthly, all jurisdictions need to resist the urge to reinvent the wheel, or in this instance, have differing standards that benefit no-one. Harmonisation of standards is key to streamlining civil construction projects.

3. Additional Items

There is a concern regarding the capacity for collaboration between the different levels of government in relation to infrastructure projects. There are also concerns regarding the collaboration between relevant levels of government and the private sector.

There is frustration with the ongoing issues to establish collaborative relationships with local councils.

There is little consistency between local councils in terms of communication, standards for contracts, and guidelines surrounding projects. This problem is so significant that contractors' experiences in dealing with even one council can vary substantially depending on who happens to answer the phone when they call..

Several contractors have further stressed difficulties in the collaboration with third parties, such as administrators and designers, on council projects. Many have expressed frustration that the refusal of these actors to collaborate in a meaningful way has resulted in project delays, blowouts in costs, and has caused lasting damage to the relationship between the contractors and the local council.

These difficulties extend to the procurement and tender processes (particularly a lack of clear and timely communication about the tender process), a lack of support from council throughout projects, and risk assessments.

Similar concerns surrounding collaboration are currently being addressed through the Transport Infrastructure Collaboration Taskforce being championed by the Department of Transport and Main Roads on a state level. CCF QLD believes the findings of the taskforce may be of great value in resolving similar issues that also involve local governments.

Conclusion

Whilst there have been many think tanks to address the issue of declining productivity the initiatives suggested from these think tanks either address part of the issue, are incorrect in their findings, or create solutions which through their application produce another layer of productivity reducing red tape.

To increase productivity in the building and construction industry it is important to recognise the discrete elements of the industry and the barriers to and the changes that can be made which to enhancing productivity.

The project life cycle exists from project conception, planning, design procurement, construction and maintenance. Each step has its own set of efficiency issues and if improved can contribute to significant productivity improvements.

Not one issue is any more important as another, although some are easier to address, rather it is the combination of the overall improvements which will deliver long lasting improvement.

Recommendations of this enquiry, if implemented, must be periodically reviewed for impact and amended if required to ensure the objectives are achieved

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CIVIL CONTRACTORS FEDERATION QLD LTD

Queensland Government

Minutes
Contractors Industry Liaison Group Meeting (TMR/QMCA/CCF)

Date	Friday, 18 August 2023	**Time**	9:00 – 11:00am
Place	[redacted]		
Chair	Paul Schmidt		
Minute Taker	Kelly Taylor		

Attendees

QMCA	David Balmer	QMCA Deputy Chair, Acciona
	Andrew Chapman	QMCA CEO
CCF	Mark Goodwin	CCF President, SGQ
	Damian Long	CCF CEO
TMR	Ann-Maree Knox	A/Deputy Director-General (Infrastructure Management & Delivery), IMD
	Anthony Philp	A/Deputy Director-General (Portfolio, Planning & Investment), IMD
	Scott Whitaker	A/General Manager (Program Delivery & Operations)
	Paul Schmidt	A/General Manager (Program Management & Delivery), PPI
	Max Broadhurst	A/Program Director (Collaborative Project), IMD
	Kelly Taylor	A/Director (Prequalification & Contracts), IMD

Apologies

Deanne Hawkswood, Chief Procurement Officer
Julie Mitchell, Deputy Director-General
Brett Smiley, QMCA Chair, Fulton Hogan

Agenda Item 1 Welcome, apologies and organisational updates

- Introductions:
  - David Balmer, Deputy Chair QMCA Board.
  - Scott Whitaker, A/General Manager (PDO).
  - Max Broadhurst, A/Program Director Collaborative Project, whilst Adam Williams is on leave.
- TMR movement/changes:
  - Julie Mitchell is returning from leave on Monday, 21 August 2023.
  - Ann-Maree Knox on leave for five weeks from 21 August – 22 September 2023.
  - Scott Whitaker's relief as A/General Manager (Program Delivery and Operations) finishes Friday, 25 August 2023. Andrew Wheeler will be A/General Manager from 28 August to 22 September 2023.
  - Tony Philp will be A/Deputy Director-General (Portfolio, Planning and Investment) until 21 August 2023 while Andrew Mahon is on leave.
- Industry changes: Nil

Agenda Item 2 Review of Minutes & Actions of previous meeting

- The minutes and actions from the previous meeting were reviewed and accepted.

Action Owner	Action item	Meeting date	Date due	Status
CCF/QMCA	To advise TMR which are the roles that need to be re-looked at for assessment in terms of years of experience. Include specific examples of where someone has reached P Schedule stage and team put forward is identified as a problem.	1/10/2020	12/11/2020	*Note: To be received prior to the next meeting so can be included on Agenda.* 3/12/20 Prequal ratings Also looking at CAs and how a team can deliver full outcomes, not person by person. 12/4/21 AU to discuss with DL and AC. 10/6/21 AU to set up meeting with DL and AC. 9/9 DL to send TMR their compiled feedback. 31/1/22 DL sent spreadsheet to AU. AU to discuss with Graham Hobbs. 10/5/22 AY proposed that this work could be linked to the talent, attraction and retention strategy work being undertaken by TMR (IMD) for TMR resources. TMR to discuss with Kristine Posthumus in the DDG's office. 16/2/23 Industry want an outcome; they need to see change in years of service to enable diversification and due to resource constraints. Collaborative contracting. Could be driven through the CTIP. 2/5/23 Damian asked to be involved in any discussions moving forward. **18/8/23 Reinforcement of CTIP involving Damian in discussions.**
CCF/QMCA	Industry to provide a proposal to TMR with a transparent way to demonstrate through evidence of wages escalation on non-BPIC projects.	31/1/2022	25/2/2022	10/5/22 Work in progress. Wages on non-BPIC projects. Industry target is a 5-day working week. 4/8/22 Industry must demonstrate with evidence. TMR has no formal way of addressing this as yet. No proposal needed, but further changes to Annexure E may suffice. Look at C2C Section D for BPIC vs Non-BPIC compensation for wages. 16/2/23 CCF survey from 2022. TMR encourage contractors to submit timely claims.

				2/5/23 Damian raised that each contractor is submitting claims to plead their case, but Regions are treating each claim differently. Need consistency on process of CA's. TMR to address consistency. **18/8/23 Reinforcement of need to obtain consistency.**
CCF/QMCA	Feedback to be provided to TMR on: • How has use of the v1.2 infrastructure sustainability rating scheme been going? • Are there any perceived concerns with moving to v2.1 of the IS rating tool? • What support could TMR provide the market to assist with transitioning to v2.1 of the IS rating tool?	16/2/23	28/4/23	2/5/23 Feedback received from CCF and QMCA – would like a workshop. TMR to arrange a workshop with industry. **18/8/23 Workshop still to be arranged.**
TMR	Source the NPS financial assessment paper and share with all. Provide advice to industry on what Queensland plans to do.	2/5/23	31/5/23	**18/8/23 was sourced and provided. Close.**
TMR	Issue a survey on BIM for TMR projects to CCF and QMCA in July 2023.	2/5/23	31/7/23	**18/8/23 Survey in finalisation for release in October.**
TMR	Carmen Garbe and Kelly Frampton to meet with CCF regarding land consultants wanting to present to TMR.	2/5/23	31/8/23	**18/8/23 Meetings with Leanne of CCF have occurred. Close.**
CCF	Damian Long to forward the letter he received to Julie Mitchell.	2/5/23	31/8/23	**18/8/23 Letter was sent to Julie Mitchell. Close.**

Agenda Item 3 Planning and prioritisation of projects

Federal Government's Strategic Infrastructure Review update (Tony Philp):

- To date there has been no communications of updates or results of the Australian Government's Strategic Infrastructure Review. The 90-day review was recently completed; at this stage there is no clear direction/timeframe of when the outcomes of the review will be communicated to jurisdictions.
- Specific investments of $120 billion over a 10-year period across Australia was provided by the former Australian Government. Looking to reduce the volume of projects. TMR has gone through processes and meetings, as have other jurisdictions. An independent review has been recommended to the Australian Government regarding this matter.
- There will be further engagement with each jurisdiction; at this stage not sure of the timeframe or process. This is expected to feed into the Australian Government mid-year economic update around November / December, and there may not be any outcomes known until then.
- Damian asked if there was a forecast of this financial year's spend in QTRIP. Tony advised that there is not necessarily a massive global delay. There was not a great number of tenders that were scheduled for awards during the review period. TMR are on track with design and procurement, property acquisitions. Taking calculated risks to keep the pipeline moving.
- Beams Road is less exposed as federal funding is not 80/20, so considered a low risk and proceeding with tender.

- Ann-Maree advised that the state remains committed to all projects in the pipeline, with Queensland's population growth being sustained for the past two years, as well as a growing share of international migration.
- Challenges include that there is a hard date of 2032 due to the Olympic and Paralympic Games and Queensland is the most decentralised state in Australia.
- The Olympic and Paralympic Games is a national risk, not just Queensland.
- Ability to introduce critical new projects due to the population growth is limited. This will take multiple years for this to work through and level out. There is a need to package this up and look at market strategies to maintain sustainability in the market.
- CCF have provided submissions to the Honourable Catherine King MP, Federal Minister for Infrastructure, Transport, Regional Development and Local Government, requesting to speed up the review outcomes and regarding the National Partnership Agreement (NPA).
- There will be a meeting with independent reviewer for the NPA, this must start one year before the enquiry. Queensland has been involved in the review. Strategic piece. For example, decarbonisation is a big focus.
- Secure jobs code – commonwealth objectives are to bring this in, CCF submission against this. Damian believes that his may have the same impact that BPIC has had in Queensland.
- Project Selection Framework, Infrastructure Policy Statement have been developed to reengineer high level policy objectives that will feed into the NPA. Australian Government is looking to improve by leveraging off the infrastructure spend for social outcomes.
- Looking at how TMR and industry can work together to think creatively towards greater efficiencies regarding procurement, contracts, and the staging of projects that are competing for resources with other infrastructure programs.
- Andrew asked about the mid-year economic review providing ideas regarding the program to possibly engage private industry to bring things forward. It was noted that this has been previously raised as an approach to raise capital and was not supported. PPP arrangements are the only real opportunity that is known currently. Any debt will need to be repaid wherever it comes from and will be scrutinised heavily.

Tony Philp left the meeting at 9.50am

QTRIP

- Paul Schmidt presented a summary graph of PDO, SNO and Rail delivery program values for five years from 2022-23 to 2026-27, per region/delivery area.
- CCF looked at the last QTRIP and tried to analyse the shift to the new QTRIP.
- Damian mentioned there is industry capacity north of SEQ; they are starting to put people off.
- First month of 2023/24 – just over half a billion spent. $7-$7.3 billion total target. Last year delivered just over $6 billion.
- QTRIP Industry Briefings were planned for 31 August in Brisbane and then regionally in September in Rockhampton. Due to union activity, there will now be one online event only on 31 August – livestreamed and recorded, presentations will be available to download via the TMR website and there will be Q&A via a moderator.

Agenda Item 4 Procurement and Contracts

Management of complaints on contract administration approaches whilst the Collaborative Project evolves

- Damian reported that CAs are being troublesome. How do we change behaviours and learn where projects have gone bad?
- Learnings to be used in the future to start correcting behaviours and stop this going awry.
- Framework that CAs work within, technical expertise, getting a poor product at the back end of it.
- Behaviour or capability? How do we change it?
- Career progression for CAs is not there like the rest of the industry.

- CA performance reporting and management is needed – TMR is currently developing a case management framework. Training of CAs on collaboration needed. Transition to collaborative models may see the need for CA behaviour to change, as they are used to administering TICs.
- What are the set of behaviours that CAs are required to demonstrate and be performance managed against?
- Success of the project comes down to people – the right mix of CA and TMR team.
- CCF will rerun their contract administration survey in the future to see if there has been shift in behaviours.

Feedback on IR issues from industry

- Andrew spoke of the Enterprise Agreement at CRR expiring in October – agreement with AWU. Unions want in. Have heard that unions will be given open access to site without any permits.
- Increased mental health focus in the industry with the impacts being felt with union presence on project sites.
- BPIC impacts are being felt across all industries, not just transport infrastructure.
- TMR are reviewing the Transport BPIC. Deanne and the team will be talking to industry. CCF and QMCA involvement in this is encouraged to inform TMR as best as possible, touching on the pros and cons of every approach.

Action Owner	Action item	Meeting date	Date due	Status
CCF/QMCA	Notify Kelly Taylor of any specific Contract Administration issues that are needing investigation.	18/8/23	30/9/23	

Agenda Item 5 **The Collaborative Project update**

- Max spoke about what has happened to date – the governance Board has been stood up, the Steering Committee has met, the Advisory Board has met.
- Contractors and Consultants are on board to assist.
- The internal TMR team are stepping up and moving forward. Max stepped into the Program Director role two weeks ago.
- The team has been focussed on detailed project planning. They are developing a 120-day plan. First iteration of what is needed to be done to be ready to kick off in January.
- Will be looking at contract type and contract approach, and detailed workstreams in the contracts space and the procurement space (guidance and advisory).
- There will be a change and communications piece and a performance and KPI piece.
- Looking at project criteria and where we can roll this out in the first Region.
- Will feed into a much more structured project plan in the coming weeks.

Agenda Item 6 **Other Business**

Safety Learnings

- Scott raised safety learnings for discussion. Is there more opportunity to do this?
- Andrew advised that there is plenty of scope to do this; QMCA held a safety forum a few years ago. How can we make our work safer and our workers safer?
- Damian advised that CCF have an Industry Safety Committee that meets four plus times per year – Leanne chairs this. They have guest speakers and DWHS attend, along with safety representatives from company members.
- Safety is a collective effort – employer, employee, and safety representatives.
- TMR to get involved with QMCA's Safety and IR working group.

Other Matters

- New Queensland Procurement Policy was launched in July, along with the new Queensland 2032 Procurement Strategy, which will help Queensland businesses get 'match fit' to supply to the Brisbane 2032 Olympic and Paralympic Games.
- The Proposed Major Works to Competitive Tender Report will be republished on the TMR website shortly.
- B2032 procurement supply chain – TMR projects are not Olympics-related, they are part of the usual QTRIP.
- BPP Prequalification – Email sent to prequalified contractors at R3 B2 F50 and above on 1 August 2023 inviting them to apply if they wish to be involved in BPP Projects in the future. Four applications have been received to date with the closing date for applications being 1 September 2023. Queries have been received around the future ability to apply.

Action Owner	Action item	Meeting date	Date due	Status
TMR/QMCA	TMR to become involved in QMCA Safety and IR working group.	18/8/23		

The next meeting will take place on Tuesday, 7 November 2023, 2:00 – 4:00 pm.

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