

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

**WITNESS STATEMENT OF NEILE ROSENLUND**

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

**Background**

1. I make this Statement in response to a notice issued by Stuart John Wood AM KC, the Commissioner appointed pursuant to the *Commissions of Inquiry Order (No. 2) 2025*.
2. Attached to this Statement is a Bundle of documents (**Bundle**). I refer to relevant documents by reference to the page number of that Bundle.
3. "Rosenlund" is a business that specialises in deconstruction civil engineering and demolition works. Its head office is in Wentworth Place, Banyo (**Head Office**).
4. I commenced trading in the business along with my brother Desmond Rosenlund (**Desmond**) under a different name in about 1978 as a small plant hire company.
5. In 1995, we transitioned to the "Rosenlund" brand when Desmond and I incorporated Rosenlund Contractors Pty Ltd (**Rosenlund Contractors**). I was a director of Rosenlund Contractors Pty Ltd from January 1995 to 30 June 2025.
6. A copy of the company extract for Rosenlund Contractors is at **Annexure NR-1, pages 2 to 11** of the Bundle.
7. In 2011, Desmond and I incorporated RCNT Holdings Pty Ltd (**RCNT**). I was a director of RCNT Holdings Pty Ltd from December 2011 and 30 November 2018.
8. A copy of the company extract for RCNT is at **Annexure NR-2, pages 12 to 18** of the Bundle.
9. RCNT has its own builder's license and demolition license. RCNT acts as an internal labour hire company for Rosenlund Contractors.
10. I am also a director and shareholder of Rosenlund Contractors Holdings Pty Ltd, which is the sole shareholder of Rosenlund Contractors.
11. Together, the above-mentioned companies are part of the group of companies through which the Rosenlund business now operates.
12. Over the last 30 or so years, the Rosenlund business has grown significantly, such that we now perform works for large, industry-leading builders on demolition and deconstruction jobs throughout Queensland.

13. As a non-exhaustive example, the Rosenlund business has performed demolition works on the following large-scale projects:
- (a) Toombul Shopping Centre, Nundah, Brisbane, in 2024;
  - (b) 360-380 Queen Street, Brisbane in 2021;
  - (c) Queensland University Technology L Block in 2021;
  - (d) Mater Hospital in 2021;
  - (e) Yeronga Tafe in 2019;
  - (f) Surfers International in 2016;
  - (g) The Gold Coast Hospital in 2015;
  - (h) Tennyson Power Station in 2006; and
  - (i) Carrara Football Stadium in 2009.

#### **Management structure and personnel**

14. The Rosenlund business is governed by a flat management structure.
15. My son, Ryan Rosenlund (**Ryan**), is responsible for managing relations with our clients and key stakeholders. He processes payroll and manages employment related issues, legal, financial and insurance matters, and dealings with unions. Ryan is the primary contact for dealing with insurers and solicitors if incidents occur on a project site.
16. My other son, Darcy Rosenlund (**Darcy**), is what I would describe as our "boots on the ground operator". Darcy project-manages sites and is responsible for the operation and administration of project sites. He will deal with workers, contractors and client representatives on sites, however, he does not ordinarily deal with the unions. That is a role that I have historically dealt with and that Ryan has taken responsibility for over about the last five years.
17. Tim Fraser (**Mr Fraser**) is responsible for preparing and submitting tender submissions, field and site operations, overall control of the sites and managing Project Managers and supervisors on sites.
18. Between 1995 and June 2025, I was the Managing Director of the Rosenlund business. In this role, I was responsible for the strategic goals, operations and financial management of the Rosenlund business. I also managed key client and stakeholder relationships and was responsible for industrial relations, including any negotiations and discussions with the unions. I was also responsible for identifying suitable projects to tender for.
19. In June 2025, I resigned as Managing Director as part of my transition into retirement. I now work in a management and advisory role in the business.

20. Desmond has not taken an active role in the Rosenlund business for around ten years, due to health issues.

### **History with the CFMEU**

21. I have a long history of dealing with the unions, including the BLF and then the CFMEU.
22. Those dealings have included negotiating enterprise agreements and having meetings with senior CFMEU officials to discuss Rosenlund's projects, industrial issues or other issues on site.
23. It would be fair to say that the Rosenlund business has adopted a subordinate and sycophantic approach to the CFMEU in recent years, particularly since around the time that Michael Ravbar (**Mr Ravbar**) became secretary of the CFMEU. The Rosenlund business has become increasingly reluctant to resist the CFMEU's demands. Whilst Mr Ravbar was initially involved in dealing with the Rosenlund business, his involvement decreased after he became secretary. Since then, Jade Ingham (**Mr Ingham**) has been the primary point of contact at the CFMEU for trying to resolve issues. Mr Ravbar and Mr Ingham's approach to EBA "negotiations" has been to make wage and condition demands, where nothing was negotiable.
24. Dealing with Mr Ravbar was very difficult, but it was worse with Mr Ingham. With Mr Ingham, I felt as though you had to choose your words much more carefully for fear of recriminations and reprisal and that if you accidentally said something that Mr Ingham did not like or took offence too, there would be repercussions.
25. There had been occasions during this period of time where we have pushed back on demands by the CFMEU in relation to terms and conditions for our workers, or even unknowingly upset a union organiser. Whenever we have done this, the response from the CFMEU has been to make life difficult on the respective project site, including finding a "workplace health and safety issue", however minor, and threatening to shut down the site, or indeed shutting down operations and sending our workers home. We quickly received the message that the only way to ensure a hassle-free project site was to so cave in to the Union's demands.
26. There have also been other occasions where I believe the CFMEU has interfered in the tender process to our detriment. For example, the Rosenlund business tendered for the demolition works of:
- (a) the Star Casino site (Queens Wharf) in Brisbane for ProBuild Australia in around 2017; and
  - (b) the demolition works on the Royal Children's Hospital at Herston for Watpac Limited in around 2018.
27. At around the time of both tenders, it was intimated by the head contractors that we had "union issues" and that we should sort them out. We had no idea what those "union issues" were. It was obvious to me that the head contractors had spoken with the CFMEU. I remember one of our supervisors had been involved in a verbal altercation with a CFMEU organiser in the city regarding the use of a subcontractor

that was not on the CFMEU's "preferred" list. At around the time of submitting the tenders for the Star Casino and Royal Children's Hospital, we also engaged a subcontractor on another job site that was not on the CFMEU's "preferred" list. The way the Union has traditionally operated is that you if you don't do what the CFMEU says, you just don't get the work. This occurs by not winning tenders. No contractor wants to employ a subcontractor that risks industrial action and therefore delays their project completion time. That poses a risk that the builder will suffer penalties because of the delays by industrial issues. If a project is shut down due to a contrived health and safety issue, the builder is still required to pay the workers on site.

28. Rosenlund Contractors was unsuccessful on both of the Star Casino and Royal Children's Hospital tenders. In relation to the Royal Children's Hospital job, at a subsequent meeting with Mr Ingham, he said words to the effect of: "You can see the power we've got". I understood this to mean that we had lost the tender because we had not complied with the CFMEU's wishes. It became clear to me not to be on the "wrong side of the Union".
29. I also recall Rosenlund Contractors submitted a tender to demolish the old law courts in George Street, Brisbane in about 2015.
30. Following the submission of our tender, Rosenlund Contractors was invited to attend a meeting at the office of Shayher Group, the developer of the site. I cannot recall the names of the two Shayer representatives that attended the meeting. However, during the meeting, a Shayer representative said to me that Rosenlund Contractors would be required to hire an employee of the CFMEU's choice who would then act as a delegate on site. I believe the person they wanted us to employ was Justin Steele (**Mr Steele**).
31. I did not want to be forced to hire a CFMEU delegate. I asked if the condition was negotiable. Someone from the Shayher Group said it had to be done. I responded by saying that Rosenlund Contractors would therefore withdraw its tender for the demolition works.
32. As the managing director of the Rosenlund business, I always ensured that we paid our workers the correct rates and provided our workers with favourable conditions.
33. However, I had a policy of never agreeing to hire delegates imposed by the CFMEU. I have been asked to do so on several occasions in my career and I have always refused. My view is that being able to select our workforce is critical to the success of our business, and that leadership positions in the workforce should be earned and backed up by experience and the respect of a worker's colleagues. I had significant concerns that if we allowed the CFMEU to dictate who we hired as a worker or delegate, that those CFMEU installed persons on site would cause trouble for the Rosenlund business, and that it would be contrary to our culture.

### **Toombul Project – An overview**

34. In February 2022, the Toombul Shopping Centre was damaged significantly by the south-east Queensland floods. Mirvac Limited (**Mirvac**), as the owner of the site, applied for a permit to demolish the shopping centre, which was granted.

35. A copy of an ABC News article dated 19 July 2023, titled "Brisbane City Council approves Toombul Shopping Centre demolition application", is at **Annexure NR-3, pages 19 to 23** of the Bundle.
36. The Toombul Shopping Centre was a large, enclosed shopping centre. It had about 140 retail stores, including Target, Kmart, Coles, Aldi and a cinema.
37. A screenshot of Google maps showing the location of the Toombul Shopping Centre and aerial photo of Toombul Shopping Centre is at **Annexure NR-4, page 24** of the Bundle.
38. In around September 2022, Rosenlund Contractors submitted a tender to Mirvac to perform the demolition works of the Toombul shopping centre (**Toombul Project**). The tender included our proposed pricing for the project and a proposed timeline for deconstruction and demolition works.
39. Rosenlund engaged in lengthy discussions with Mirvac about the tender and submitted various revised tender proposals.
40. In around December 2023, Rosenlund Contractors was chosen as the preferred tenderer. This occurred following the submission of a written tender, multiple revised costings, and discussions with Mirvac about the pricing and scope of the works. I believe this process took around 12 months.
41. In early January 2024, Mirvac provided Rosenlund Contractors with a draft contract for the demolition works for its review and consideration.
42. On around 24 January 2024, I believe I signed a contract with Mirvac to carry out the Toombul Project on behalf of Rosenlund Contractors.
43. In February 2024, Rosenlund Contractors commenced demolition works on the Toombul Project.
44. It was a sensitive and high-profile job because the local community did not want the shopping centre demolished. The project was in the local paper and attracted a lot of community angst.
45. Mirvac appointed the Dusk Group Pty Ltd (the **Dusk Group**) as the site superintendent.
46. The Dusk Group had two representatives on site and were basically Mirvac's eyes and ears. Rosenlund liaised with Mirvac through the Dusk Group.
47. Over the course of 13 months, Rosenlund employed about 35 full-time workers on site to perform the contracted works. There were also sub-contractors on site who were engaged for specific specialised tasks, such as asbestos removal.
48. At the time of commencing the Toombul Project, I was still the Managing Director of the Rosenlund business. However, at this time, I was encouraging Ryan, Darcy and Mr Fraser to take a more active role in the operations and management of the business. This was part of my plan to slowly transition to retirement. For this reason,

I took a less active role on the Toombul Project, and relied on Ryan and Darcy to advise me about what was happening on site

### **Pay rates on the Toombul Project**

49. In February 2024, when we commenced the Toombul Project, Rosenlund Contractors had an expired enterprise agreement with the CFMEU (**Rosenlund EBA**).
50. A copy of the expired enterprise agreement between Rosenlund Contractors and the CFMEU from 2020-2022 is at **Annexure NR-5, pages 25 to 102** of the Bundle.
51. In about February 2023, Rosenlund Contractors had paid a compulsory bargaining fee to the CFMEU in order to secure a new EBA. However, the negotiations did not progress, and no new EBA had been reached by the time Rosenlund commenced the Toombul Project.
52. RCNT did not have an enterprise agreement with the CFMEU at the time.
53. The approach of the Rosenlund business was that if Rosenlund Contractors won a tender, everyone on the job was paid in accordance with the Rosenlund EBA. This meant that employees and contractors of both Rosenlund Contractors and RCNT would be paid in accordance with the Rosenlund EBA. Conversely, if RCNT won a tender, then the workers would be paid in accordance with their individual contract
54. Rosenlund Contractors submitted tenders for large demolition jobs in which we were required to have an EBA in order to work on the site. RCNT was incorporated for the specific purpose of tendering for smaller, non-EBA, jobs.
55. As Rosenlund Contractors won the job with Mirvac for the Toombul Project, we started to pay all workers on the Toombul Project site in accordance with the Rosenlund EBA.
56. However, in March 2024, Ryan informed me that a CFMEU organiser, Eben Cox (**Mr Cox**), had attended the Toombul Project site and directed Ryan and Darcy that we had to pay all workers on site higher rates. The higher rates of pay were contained in an enterprise agreement that was handed to Ryan by Eben Cox.
57. A copy of the enterprise agreement handed to Ryan is at **Annexure NR-6, pages 103 to 178** of the Bundle.
58. Darcy, Ryan and Mr Fraser made a decision that Rosenlund would comply with this demand and pay workers the rates in the enterprise agreement. Their collective view was that if Rosenlund did not pay the rates, then the CFMEU would cause problems for the Rosenlund business on the Toombul Project.

### **Installed delegate on the Toombul Project**

59. Next, in around mid-March 2024, I had another discussion with Ryan and Darcy in our Head Office. Ryan told me that we had a new employee starting on the Toombul Project site next week.

60. I asked Ryan who the new employee was. Ryan responded that he didn't know who the new employee was, and that Mr Cox had told Ryan that we had to hire a delegate on site. Ryan told me that Mr Cox said that this delegate would only be on site for a couple of months. Ryan also told me that Mr Cox had said that if we didn't hire their delegate, we would never pick up a shovel on site again.
61. I was concerned when I had heard this. As I explained above, it was my long-standing policy not to hire any delegates at the direction of the CFMEU. We already had a CFMEU delegate working on the Toombul Project site. His name was Neil Muller (**Mr Muller**). Mr Muller had worked with the Rosenlund business for more than 20 years. He was very experienced and had the respect of the workers. He had been voted up as a delegate by the workers on site. For that reason, Rosenlund Contractors did not have any need for a new delegate or an additional delegate.
62. Consistent with my long-standing practice, I was worried about the impact of letting the CFMEU dictate who we hired on site and I was concerned about the potential for this new delegate to cause problems for us on the Toombul Project site and to undercut the culture of our workforce.
63. However, as the Toombul Project had already commenced, and because Rosenlund was already locked into the contract with Mirvac, I did not intervene in the decision of Ryan to agree to the CFMEU's demand that Rosenlund employ a CFMEU delegate. Also, the apparent threat made by Mr Cox concerned me about the repercussions if Rosenlund did not comply with the demand. I also asked how long we were expected to hire this person, and I believe Ryan told me that Mr Cox had said that the site delegate would be on site for two months.
64. The new union delegate was Trent Broadhurst (**Mr Broadhurst**). I am told by Darcy that Mr Broadhurst turned up at the Toombul Project site in around late March 2024 wearing a t-shirt and shorts and introduced himself to Darcy as the CFMEU's new delegate on site.
65. A copy of Mr Broadhurst's employment contract is at **Annexure NR-7, pages 179 to 188** of the Bundle.
66. To my knowledge, Mr Broadhurst did not have any specific trade qualifications, other than some prior experience in scaffolding. To be clear, Rosenlund Contractors did not have a need for any further workers on site.
67. Mr Broadhurst received around \$2,300 to \$2,700 a week, although this could vary based on allowances and any overtime hours claimed or worked. There was one week where he was paid \$3,047.
68. A copy of Mr Broadhurst's pay slips is at **Annexure NR-8, pages 189 to 215** of the Bundle.
69. Rosenlund Contractors employed Mr Broadhurst for about four months. Mr Broadhurst resigned following a discussion that Ryan had with two CFMEU organisers about problems he was experiencing with Mr Broadhurst's behaviour. Ryan is able to give more details about the issues he encountered with Mr Broadhurst

on site. It was deeply upsetting to me to hear how Mr Broadhurst, and his replacement, exhibited the very behavioural traits that I was concerned about.

70. Indeed, one of the consequences of Mr Broadhurst's presence on site was that he belittled and demeaned Mr Muller in front of the other workers. Mr Muller resigned as the CFMEU delegate after this and took a short period of leave.

#### **Installed "Peggy" on the Toombul Project**

71. Mr Broadhurst wasn't the only person that the CFMEU forced Rosenlund to hire.
72. I was told by Ryan in about early April 2024 that shortly after Mr Broadhurst started working at the Toombul Project site, Mr Cox visited the site and, together with Mr Broadhurst, told Ryan that because the Toombul Project site was a Mirvac site, we needed to hire a "Peggy". Mr Broadhurst apparently said that "Mirvac sites always have a Peggy".
73. I didn't know what a Peggy was. I thought it might be someone that put pegs in the ground. I was told by Ryan that a Peggy is a cleaner that cleans the worker's shed and toilets.
74. The CFMEU didn't tell Ryan who the Peggy would be and didn't give him an opportunity to interview this potential Peggy.
75. I was then told by Ryan that the week after the direction from Mr Broadhurst and Mr Cox, a woman turned up on site and told him that she was the new Peggy. Her name was Tammy Davies (**Ms Davies**).
76. Rosenlund Contractors paid Ms Davies about \$1,700 a week. She was hired by Rosenlund Contractors until the end of the project in February 2025.
77. A copy of Ms Davies' penultimate and final pay slip is at **Annexure NR-9, pages 244 to 245** of the Bundle.
78. Once Ms Davies started, Rosenlund Contractors terminated the contract we had with our existing cleaners. We preferred our existing cleaners, who were experienced and diligent, but we had no need for two sets of cleaners and did not want to incur the additional cost.
79. The advice I received from Ryan was that Ms Davies was not a good cleaner and that our existing cleaners were far superior. However, he felt like we did not have a choice other than to place the CFMEU in its demand that we hire both Mr Broadhurst and Ms Davies.

#### **My attitude towards the CFMEU's demands**

80. The reason why I was reluctant to insist we push back on the CFMEU's demands — to pay the workers a higher rate, to employ Mr Broadhurst so he could act as a

delegate, and to employ Ms Davies as a cleaner — is because I was worried about what the CFMEU might do in retaliation.

81. In my opinion, which is based on my experience in the industry over 30 years, the CFMEU can disrupt work on site in a variety of ways. The most common way is for the union to issue right-of-entry notices and then use the notice to enter site and disrupt work on so-called health and safety grounds, which then results in workers being sent home or the site remaining closed until the perceived issues are resolved, and they are paid for such time until the “workplace health and safety” issue is resolved.
82. I knew that if the Toombul Project site was shut down or if it attracted negative publicity, we would encounter pressure from Mirvac and reputational damage, not to mention the immediate financial risks caused by such a campaign. In particular, if the site was shut down for an extended period, Rosenlund Contractors would be at risk of having to pay liquidated damages for delays in completion of a job. That adds psychological pressure on me as managing director and financial pressure on Rosenlund Contractors more generally as a small, family-owned and operated business.

#### **The campaign against Mr Fraser on the Toombul Project**

83. Mr Fraser, who I referred to earlier, has been with the Rosenlund business for about 20 years.
84. Mr Fraser is responsible for all aspects of RCNT Holdings, including its management, operations and submissions of non EBA tenders.
85. Mr Fraser also has a project manager role for Rosenlund Contractors. He will prepare tenders, be a direct point of contact of clients, and he is also responsible for managing workers on site, and project managing our projects.
86. Beginning shortly after Mr Broadhurst started working on the Toombul Project site, Ryan told me that he was hearing rumours from workers on site that Mr Fraser was a “dog” and that Mr Fraser’s photo was on a wall in the CFMEU’s office that Mr Ingham called the “wall of dogs”.
87. Sometime in around April 2024, Ryan told me that he had been visited by Mr Cox, who said to him that:
  - (a) Mr Broadhurst had seen Mr Fraser on site;
  - (b) Mr Fraser was a “dog”;
  - (c) the CFMEU didn’t trust Mr Fraser and that he was no longer allowed on the Toombul Project site; and
  - (d) if Mr Fraser came onto the Toombul Project site, then the site would be shut down and everyone would go home.

88. This situation lasted for a couple of months. It was becoming unworkable. Mr Fraser was our project manager for the Toombul Project. We needed him to be able to attend the site to progress and complete the job.
89. I telephoned a couple of old CFMEU contacts of mine, Bud Neiland, and Peter Close. Both of these men were a bit older and I had a relationship with them going back decades. I wanted to see if we could resolve the situation with Mr Fraser. They both told me that Mr Ingham would do his own thing and there wasn't much they could do.
90. Accordingly, on 26 June 2024, I sent Mr Cox a text message. In my message I said:
- Hi Eban, I politely request a meeting with Jade so as to confirm or otherwise what agreement was struck several years ago regarding one of the Company's staff, so as to resolve and be transparent on ways to have an amicable future. I have a doctor's appointment tomorrow morning but I am available thereafter. Say from 10:30am. Kind regards, Neile ROSENLUND.
91. I had sent the text message to Mr Cox to try and organise a meeting with Mr Ingham with the aim of resolving the situation with Mr Fraser. My reference in the message to "one of the Company's staff" was a reference to Mr Fraser and my reference to the "agreement struck several years ago" was a reference to whatever decision the CFMEU had made to label Mr Fraser a dog and ban him from CFMEU sites.
92. Mr Cox responded to my message to say "we will be there at 11".
93. A copy of my text message exchange with Mr Cox on 26 June 2024 is at **Annexure NR-11, page 247** of the Bundle.
94. The following day, on 27 June 2024, Mr Cox and Trevor Sinclair (**Mr Sinclair**) attended the Head Office. When they arrived, I said that I thought that Mr Ingham was attending. Mr Cox responded that they were passing on a message from Mr Ingham.
95. We then had a meeting in the board room. Ryan was also present. At the start of the meeting, Mr Cox said that Mr Fraser was a dog and that he was not allowed on site.
96. Mr Cox then directed Ryan to remove his mobile phone from his pocket, place it on the board room table and follow him and Mr Sinclair outside for a discussion.
97. I stayed in the boardroom whilst Ryan followed them into the carpark.
98. Around 10 minutes later, Ryan, Mr Cox and Mr Sinclair returned to the boardroom.
99. Mr Cox then said that Mr Fraser was not allowed on any of our sites and that he was not to talk to any workers or CFMEU members. Mr Cox then said that he was passing on this message from Mr Ingham and that we had 24 hours to agree.
100. I asked them what choice and what power I had other than to agree. They just shrugged their shoulders and left the office.

101. I certainly believed that if I didn't agree, the Toombul Project site would have been shut down.
102. After this visit from Mr Cox and Mr Sinclair, I told Mr Fraser that he was not allowed to attend the Toombul Project site or we would be shut down. Mr Fraser was shocked by this news. It was a very dispiriting conversation to have with Mr Fraser. I told him that I would try and contact Mr Ingham to resolve the issue.
103. To that end, on 2 July 2024, I sent Mr Ingham an email to request a meeting (**July 2024 Email**).
104. In the July 2024 Email I said, amongst other things, the following:
- ... I have been asked to become involved in this matter because I was involved historically, over eight years ago. I am not involved in "day to day" union or site works or tenders anymore, nor can I be. I have retired. My role now is to review cashflow to ensure the Company is viable (I have a fiduciary duty); I do that mostly remotely. You are obviously aware that we have been around a long time. ...
105. The reference to "this matter" was a reference to the predicament we found ourselves in concerning Mr Fraser.
106. I then said in the July 2024 Email that:
- ... We have searched archives and I have enclosed what I believe is the letter that caused so much offence. It was sent to one of the Union organisers at the time to show openness. I would consider the offending paragraph would be paragraph 2? ...
107. The reference to the "letter that caused so much offence" requires some explaining.
108. I cannot remember who told me, but I had been informed that the CFMEU's problem with Mr Fraser may have started all the way back in 2016 when we were negotiating an enterprise agreement with the CFMEU.
109. During those negotiations, Mr Fraser was pushing back on a proposed clause in the enterprise agreement that would have prevented us from terminating the employment of a worker caught with drugs or alcohol on site. Mr Fraser sent an email to a CFMEU official in which he said that Kevin Cooper (**Mr Cooper**) had informed him that the clause would not be compliant with the Building Code 2013 (**2016 Email**).
110. I had never heard of or met Mr Cooper, and I am informed by Mr Fraser that he didn't know Mr Cooper either. The sole extent of Mr Fraser's dealings with Mr Cooper occurred when Mr Fraser sought advice from the regulator about the proposed clause.
111. I was told that apparently Mr Cooper was an inspector for the Fair Work Ombudsman who Mr Ingham had dealt with in the past and that the 2016 Email led Mr Ingham to believe that Mr Fraser was cooperating with the Fair Work Ombudsman in relation to complaints about the CFMEU.


112. If all this was true, it meant that Mr Ingham had held a grudge against Mr Fraser for all that time, unbeknownst to anyone within Rosenlund, until the Toombul Project started.
113. A copy of the 2016 Email, which was attached to the July 2024 Email, is at **Annexure NR-12, pages 248 to 249** of the Bundle.
114. Returning to the July 2024 Email, I then said:
- I once again ask for a meeting with you, to understand what it is, that has caused us so much grief and obviously upset yourself, and plead for some reprieve for Tim. It has affected him greatly, as it appears he is a man convicted without any trial or at least explanation.
- Whilst, we can work with Tim not directing onsite employee (your members), I personally ask that Tim be able to visit sites to view progress, view demolition methods/safely, and discuss the project with the Safety Manager and Supervisors. Its to the benefit of all that this occurs. Please review our safety record against any of our peers. We are without peer. Your members go home safely given our management and safety systems.
- I also enclose an attached letter sent to selected Senators in support of the CFMEU's position in November 2017.
- No BCCs in this email.
- I am at your disposal.
115. It was a grovelling email but I felt I had no choice other than to beg Mr Ingham to let us have Mr Fraser on the Toombul Project site.
116. A copy of the July 2024 Email is at **Annexure NR-13, pages 250 to 253** of the Bundle.
117. On around 9 July 2024, I attended the CFMEU's office in Bowen Hills for a meeting with Mr Ingham. It was just the two of us in attendance.
118. A copy of a calendar invite for my meeting with Mr Ingham on 9 July 2023 is at **Annexure NR-14, page 254** of the Bundle.
119. During the meeting, I explained to Mr Ingham that Mr Broadhurst had been refusing to let Mr Fraser on site and threatening to send workers home if Mr Fraser attended the site because he was a dog.
120. I explained to Mr Ingham that, as our Project Manager, Mr Fraser needed to be able to go on site, to talk to supervisors and other workers, and to talk to the client. I explained that we could (with some difficulty) probably get by without Mr Fraser talking to any CFMEU members, but that we needed him to be able to talk to supervisors and client representatives on site.

121. I basically had to beg Mr Ingham to allow Mr Fraser on site. Mr Ingham did not say much, but after I had finished begging him, he said he would allow Mr Fraser to attend the site, but only on the condition that he was forbidden from speaking to any CFMEU members, delegates or organisers.
122. This arrangement caused significant inconvenience for Mr Fraser in the performance of his role. I could see that he was shattered by the development and what the union had done to him.


### **Office confrontation**


123. On 7 April 2025, as I was arriving at the office at around 9am, Mr Fraser was walking out. He said to me: "Darcy's up there with the union."
124. As Darcy doesn't deal with unions as part of his role, I wasn't going to leave him in the office alone, so I walked into the meeting that was taking place.
125. When I entered, I saw that Mr Sinclair and Dean Reilly (**Mr Reilly**) were in the office with Darcy. They were demanding that Rosenlund Contractors back-pay workers on the Toombul Project, asserting that they hadn't been paid correctly. Mr Reilly said "we want this resolved". The discussion was getting heated, and I told them not to come to my office unannounced, that I can't go to their office without a meeting, and that they need to organise a meeting if they want to discuss something.
126. I told them "this isn't going to happen. We're not paying". Mr Reilly then told me that I can "get out of the office". I said to Mr Reilly: "it's my office so why don't you just fuck off". I then said: "look mate, if you don't get out of here, I'll call the police".
127. Mr Reilly stood up and walked towards me and told me that he wasn't going anywhere. By this stage I was yelling at Mr Reilly and swearing at him. Our Office Manager, Jenny, stood between Mr Reilly and me. Mr Reilly then pushed Jenny out of the way, and I again yelled and swore at Mr Reilly, telling him to get out of my office.
128. There is video and audio from our office camera of this incident. The camera is directed towards our reception. The camera did not capture the incident in the board room, however, the microphone on the camera heard the screaming in the board room.
129. A reference to this footage is at **Annexure NR-10, page 246** of the Bundle.
130. Ryan was in Europe at the time. I am informed by Ryan that one of our neighbours called Ryan to check that we were ok, because they had heard yelling and screaming.

I affirm the contents of this statement are true.

  
Signature of Deponent

Place BRISBANE Date 14/04/2026

  
Before me (signature of witness)

  
Full name of witness (please print)

- Justice of the Peace (JP # Quay)
- Notary public
- Lawyer
- Other authorised person (specify)



# Commission of Inquiry into the CFMEU

## and Misconduct in the Construction Industry

Bundle of Documents to  
Statement of Neile  
Rosenlund

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

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

**- 067 972 034 ROSENLUND CONTRACTORS PTY LTD -**

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

**- Current Organisation Details -**

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

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

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

**- Company Addresses -**

<b>- Registered Office</b>		008795503
<b>Address:</b>	UNIT 2 45 WENTWORTH PLACE BANYO QLD 4014	
<b>Start Date:</b>	17/02/1995	

<b>- Previous Registered Office</b>		008802206
<b>Address:</b>	C/- AUSTRALIAN COMPANIES PTY LTD 614 STANLEY STREET WOOLLOONGABBA QLD 4102	

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

**- Principal Place of Business**

**Address:** UNIT 2 45 WENTWORTH PLACE BANYO QLD 4014  
**Start Date:** 30/12/1995

010280778  
(AR 1995)

**- Company Officers -**

**Note:**

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

\* Check documents listed under ASIC Documents Received for recent changes.

**Director**

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

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

**Previous Director**

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

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

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

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

### Secretary

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

### Previous Secretary

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

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

### Previous Appointed Auditor

**Name:** 067 133 859 NORMAN CHAN & ASSOCIATES 019745793  
**Address:** LEVEL 1 TARINGA CENTRAL 165 MOGGILL ROAD TARINGA QLD 4068 (FR 2003)  
**Appointment Date:** 18/09/2003  
**Cease Date:** 19/05/2006

### - Share Structure -

### Current

**Class:** ORDINARY SHARES 2E9656878

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

### Ceased/Former

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

#### **Note:**

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

### **- Share/Interest Holding -**

#### Current

##### **- Holding -**

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

##### **- Members -**

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

### Ceased/Former

##### **- Holding -**

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

##### **- Members -**

**Name:** DESMOND ALBERT ROSENLUND  
**Address:** [REDACTED]  
**Joint Holding:** No

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**- Holding -**

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

**- Members -**

**Name:** NEILE KAARL ROSENLUND  
**Address:** [REDACTED]  
**Joint Holding:** No

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**- Holding -**

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

**- Members -**

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

**- External Administration Documents -**

[There are no external administration documents held for this organisation.](#)

**- Charges -**

**Notes:**

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

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

[Documents Received](#)

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Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
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**ASIC Charge Number:** 658039 **Status:** Satisfied  
**Date and time Registered:** 13/08/1998 15:14 **Fixed/Floating:** Both Fixed & Floating

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

**Documents Received**

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
<b>ASIC Charge Number:</b>	873026		<b>Status:</b>	Satisfied	
<b>Date and time Registered:</b>	28/06/2002 11:40		<b>Fixed/Floating:</b>	Both Fixed & Floating	
<b>Date Created:</b>	01/03/2002 00:00				
<b>Chargee:</b>	060 715 344 PYTAR PTY LTD				

**Documents Received**

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
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**- Document List -**

**Notes:**

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

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

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

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

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

**- Annual Returns -**

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

**- Financial Reports -**

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

**- Company Contact Addresses -****- Contact Address for ASIC use only**

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

\*\*\* End of Document \*\*\*

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

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

**- 154 591 509 RCNT HOLDINGS PTY LTD -**

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

**- Current Organisation Details -**

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

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

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

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

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

## - Company Addresses -

<b>- Registered Office</b>		6EXD43935
<b>Address:</b>	C/- THE GILD GROUP PTY LTD 'KENLYNN CENTRE' SUITE 19 LEVEL 4 457 UPPER EDWARD STREET BRISBANE CITY QLD 4000	
<b>Start Date:</b>	13/02/2024	
<b>- Previous Registered Office</b>		5E2883887
<b>Address:</b>	POULSEN PARTNERS 'KENLYNN CENTRE' LEVEL 4 SUITE 19 457 UPPER EDWARD STREET BRISBANE CITY QLD 4000	
<b>Start Date:</b>	02/12/2011	
<b>Cease Date:</b>	12/02/2024	
<b>- Principal Place of Business</b>		5E2883887
<b>Address:</b>	UNIT 2 45 WENTWORTH PLACE BANYO QLD 4014	
<b>Start Date:</b>	02/12/2011	

## - Company Officers -

### Note:

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

\* Check documents listed under ASIC Documents Received for recent changes.

### Director

<b>Name:</b>	TIMOTHY FRANCIS FRASER	7EAH03303
<b>Address:</b>	[REDACTED]	
<b>Birth Details:</b>	[REDACTED] WARWICK QLD	
<b>Appointment Date:</b>	12/03/2015	
<b>Cease Date:</b>		
<b>Name:</b>	RYAN KAARL ROSENLUND	1EGD83095
<b>Address:</b>	[REDACTED]	
<b>Birth Details:</b>	[REDACTED] BRISBANE QLD	
<b>Appointment Date:</b>	30/03/2020	
<b>Cease Date:</b>		

### Previous Director

<b>Name:</b>	DESMOND ALBERT ROSENLUND	2E7133200
<b>Address:</b>	[REDACTED]	
<b>Birth Details:</b>	[REDACTED] BRISBANE QLD	
<b>Appointment Date:</b>	02/12/2011	
<b>Cease Date:</b>	30/11/2018	
<b>Name:</b>	NEILE KAARL ROSENLUND	2E7133199
<b>Address:</b>	[REDACTED]	

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

**- Share Structure -**

Current

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

**Note:**

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

**- Share/Interest Holding -**

Current

**- Holding -**

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

**- Members -**

**Name:** TIMOTHY FRANCIS FRASER  
**Address:** [REDACTED]  
**Joint Holding:** No

**- Holding -**

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

**- Members -**

**Name:** TIMOTHY FRANCIS FRASER  
**Address:** [REDACTED]  
**Joint Holding:** No

Ceased/Former

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

**- Members -**  
**Name:** HELEN RAE KLEINHANS  
**Address:** [REDACTED]  
**Joint Holding:** No

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

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

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

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

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

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

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

**- Members -**  
**Name:** DESMOND ALBERT ROSENLUND  
**Address:** [REDACTED]  
**Joint Holding:** No

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

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

**- Members -**

**Name:** NEILE KAARL ROSENLUND

**Address:** [REDACTED]

**Joint Holding:** No

**- External Administration Documents -**

[There are no external administration documents held for this organisation.](#)

**- Charges -**

[There are no charges held for this organisation.](#)

**Notes:**

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.

At that time ASIC transferred all details of current charges to the PPS Registrar.

ASIC can only provide details of satisfied charges prior to that date.

Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, [www.ppsr.gov.au](http://www.ppsr.gov.au).

InfoTrack may cap documents for on-file searches to 250.

**- Document List -**

**Notes:**

\* Documents already listed under Registered Charges are not repeated here.

\* Data from Documents with no Date Processed are not included in this Extract.

\* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.

\* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.

\* In certain circumstances documents may be capped at 250.

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

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

**- Company Contact Addresses -**

**- Contact Address for ASIC use only**

**Address:** UNIT 2 445 WARRIGAL ROAD MOORABBIN VIC 3189

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

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

**Address:** PO BOX 643 SPRING HILL QLD 4004

**Start Date:** 05/12/2011

**Cease Date:** 08/08/2023

\*\*\* End of Document \*\*\*

NR-3



NEWS

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# Brisbane City Council approves Toombul Shopping Centre demolition application



By Jack McKay

612 ABC Brisbane

Floods

Wed 19 Jul 2023 at 4:53pm



Demolition works at Toombul Shopping Centre are expected to begin later this year. (ABC News: Lucy Stone)

Brisbane City Council has given the green light for the flood-damaged Toombul Shopping Centre to be demolished.

The site has [been closed since getting damaged](#) in the February 2022 south-east Queensland floods, forcing the termination of hundreds of leases at the centre.

Mirvac, which owns the shopping centre near Nundah on Brisbane's north side, released a statement on Wednesday saying the council had

## Key points:

- The site was damaged during the February 2022 floods in south-east Queensland
- Mirvac, which owns Toombul, is still deciding

approved its application to demolish structures at the site.

"The demolition of such a large centre presents a range of considerations, including the relocation of existing telecommunications towers and engaging with services providers, such as AirTrain, regarding demolition work near their infrastructure," a spokesperson said.

how the site will be used in the future

- It promises that local roads, bikeways and footpaths will remain open during the demolition

**"Demolition is likely to commence later this year, following the resolution of these items."**

"Mirvac will continue to keep the community updated on a start date."

The council also confirmed to [ABC Radio Brisbane](#) that it had given the demolition the go-ahead.



Toombul Shopping Centre has been closed for nearly 18 months. *(ABC News: Lucy Stone)*

The company promised that local roads, bikeways and footpaths would remain open during the demolition.

It has also committed to keeping the Toombul bus interchange and Park 'n' Ride open as well.

Mirvac lodged their application to demolish the shopping centre, located on Sandgate Road, in April this year.

The spokesperson said it was still considering how the site would be used in the future but was committed to including retail in its plans.

Nudgee MP Leanne Linard welcomed the council's decision to approve the demolition.



Leanne Linard wants public and green space at the Toombul shopping centre site. *(ABC News: Lucas Hill)*

"It will be a really tricky and complex demolition," Ms Linard told ABC Radio Brisbane.

"We want to see the demolition occur so that we can then see the next stage on this site, which is rebuilding there.

"They (Mirvac) have committed to doing retail on that site."

Ms Linard said she wanted public and green space on the site, as well as a return of retail and services.

"It's a huge site and it's a really incredibly well-located site near public transport," she said.

"I want to see that site best used for local community benefit. And of course that means the retail options.

"It also means accessibility. We have a lot of older residents who were using that site as a way to also access medical services. I would love to see that back."

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Posted Wed 19 Jul 2023 at 4:53pm, updated Thu 20 Jul 2023 at 11:03am

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# DECISION

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

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

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

Building, metal and civil construction industries

COMMISSIONER LEE

MELBOURNE, 19 OCTOBER 2022

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

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

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

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

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



COMMISSIONER

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<AE517794 PR746835>

# **CFMEU**

**QLD/NT**

**Rosenlund Contractors Pty Ltd**

**(ABN: 65067972034)**

**and**

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

**Rosenlund Contractors Pty Ltd**

**and CFMEU**

**Union Collective Agreement**

**2020 - 2022**





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## 1. TITLE

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

## 2. DEFINITIONS

---

The following definitions shall apply to this Agreement:

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

**Award** means the Building and Construction General On-site Award 2020, Mobile Crane Hiring Award 2020. Each as amended from time to time;

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

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

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

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

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

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

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

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

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

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

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

**FWC** means the Fair Work Commission ;

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

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

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

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

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

**QIRC** means Queensland Industrial Relations Commission;

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

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

**SGL** means Superannuation Guarantee Levy;

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

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

- (a) Having had not less than 12 months' on-the-job experience of such skilled work, and
- (b) Having, by satisfactory completion of a prescribed post trade course, or other approved course, or the achievement of knowledge and competency by other means including the on-the-job experience, as will enable the tradesperson to perform such work unsupervised where necessary and practical, to the required standard of expertise/skill;

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

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

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

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

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

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

### 3. **DATE OF OPERATION**

---

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

### 4. **APPLICATION OF AGREEMENT**

---

- 4.1 This Agreement applies to:
- (a) Rosenlund Contractors Pty Ltd (the Employer);

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

Collectively known as Parties

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

4.3 Associated Entity

- (a) In accordance with Division 2 of Part 2-8 of the Fair Work Act, where an Employee transfers to an Associated Entity of the Employer and performs the same work or substantially the same work for the Associated Entity of the Employer, the Agreement will continue to cover the Employee.
- (b) For clarity, this clause does not apply to a circumstance where an Employee commences employment with the associated entity more than 3 months after the Employee ceases working for the Employer.

## 5. PARTIES BOUND AND COVERED

---

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

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

---

6.1 This Agreement is intended to be interpreted in conjunction with the Building and Construction General On-Site Award 2020, Mobile Crane Hiring Award 2020, and the terms of the Workplace Impairment Policy and Procedures in APPENDIX 4, QIRC Order (No. B585 of 2003) Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government entities) 2003 as it was immediately prior to its rescission.

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

## 7. DISPUTES SETTLEMENT PROCEDURE

---

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

- 7.2 The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.
- 7.3 All Employees have the right to appoint a representative in relation to a dispute. It is the express priority of all Parties to attempt to settle a dispute at the workplace level at first instance.
- 7.4 In the event of any work related grievance arising between the Employer and an Employee or Employees, the matter shall be dealt with in the following manner:
- (a) The matter shall be first submitted by the Employee/s or his/her job delegate/employee representative or other representative, to the site foreperson/supervisor or the other appropriate site representative of the Employer and if not settled, to a more senior representative of the Employer.
  - (b) Alternatively, the Employer may submit an issue to the Employee/s who may seek the assistance and involvement of the job delegate/employee representative or other representative.
  - (c) If still not resolved, there may be discussions between the relevant Union official (if requested by the employee/s), or other representative of the employee, and senior representative of the Employer.
  - (d) Should the matter remain unresolved, either of the parties or their representative shall refer the dispute at first instance to FWC for review. FWC may exercise conciliation and/or arbitration powers in such review.
- 7.5 This procedure shall be followed in good faith without unreasonable delay.
- 7.6 If any party fails or refuses to follow any step of this procedure the non breaching party will not be obligated to continue through the remaining steps of the procedure, and may immediately seek relief by application to FWC.
- 7.7 Any resolution of a dispute under this clause by the FWC will not be inconsistent with legislative obligations or any other applicable Codes or Regulations.

## **8. CONSULTATION**

---

- 8.1 Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the life of a Project.
- 8.2 Consultative Committees may be set up for this purpose.
- 8.3 If the Employer is considering a decision to introduce a major workplace change that is likely to have a Significant Effect on a number of Employees, the Employer must notify the Employee(s) who will be affected by the decision.
- 8.4 As soon as practicable and prior to implementation, the Employer must discuss with the relevant Employees and/or their nominated representative/s (e.g. Union or other representative) the introduction of the change; and the effect the change is likely to have on the employees. The Employer must discuss measures to avert or mitigate the adverse effect of the change on the Employees.
- 8.5 For the purposes of the discussion the Employer will provide the relevant Employees and/or their nominated representative/s in writing:
- (a) All relevant information about the change including the nature of the change proposed;

- (b) Information about the expected effects of the change on the Employees; and
  - (c) Any other matters likely to affect the Employees.
- 8.6 However, the Employer is not required to disclose confidential or commercially sensitive information.
- 8.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 8.8 "**Significant Effect**" under clause 8.3 above includes termination of employment (including redundancy), major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; any changes to employment practices that result in privacy concerns for employees such as implementation of electronic inductions and/or access systems; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.
- 8.9 Consultation about changes to rosters or hours of work
- Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee(s) affected and, if required their representative, about the proposed change.
- 8.10 As soon as practicable after proposing to introduce the change, the Employer must:
- (a) discuss with the relevant Employees the introduction of the change; and
  - (b) if requested by the Employees, and for the purposes of the discussion, provide to the relevant Employees and their representative details of the following in writing:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - (c) invite the Employee(s) affected and any applicable representatives, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities), and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and/or their Union.
  - (d) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- 8.11 These provisions are to be read in conjunction with other Agreement or Award provisions concerning the scheduling of work and notice requirements.

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

---

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

- 9.2 The Parties agree that for the purposes of this procedure and s. 81(3) of the WHS Act the following persons shall be the representatives of the following parties:
- (a) the Principal Contractor (as defined in the WHS Act) - Site Manager or any other person nominated by the Principal Contractor;
  - (b) the Employers - the Site Manager or any other person nominated by the Employer(s); and
  - (c) The Employees - person nominated by the Employee (e.g. Union or other representative).
- (collectively referred to as "Nominated Parties")
- 9.3 The Nominated Parties agree that representatives shall be entitled to:
- (a) inspect any work system, plant, substance, structure or other thing relevant to resolving the issue;
  - (b) consult with relevant Employees in relation to resolving the issue;
  - (c) consult with the relevant PCBU (as defined in the WHS Act) about resolving the issue;
  - (d) inspect and take copies of any document that is directly relevant to resolving the issue; and
  - (e) advise any person whom the representative reasonably believes to be exposed to a serious risk to his or her health and safety, emanating from an immediate and imminent exposure to a hazard of that risk.
- 9.4 The Nominated Parties and/or their representatives may commence the procedure by informing, either by themselves or their representative, the other Parties and/or representatives that:
- (i) there is an issue to be resolved; and
  - (ii) the nature and scope of the issue.
- 9.5 As soon as the Parties and/or their representatives are informed of the issue, the Nominated Parties and/or their representatives must meet or communicate with each other to attempt to resolve the issue.
- 9.6 The Nominated Parties and/or their representatives must have regard to all relevant matters including:
- (a) the degree and imminent risk to the Employees or other persons affected by the issue;
  - (b) the number and location of Employees and other persons affected by the issue;
  - (c) the measures both temporary and permanent that must be implemented to resolve the issue;
  - (d) who will be responsible for implementing the resolution measures;
  - (e) whether the hazard or risk can be isolated; and
  - (f) the time that may elapse before the hazard or risk is permanently corrected.
- 9.7 Once the issue is resolved details of the issue and its resolution must be set out in writing with all Parties and/or their representatives to be satisfied that the agreement reflects the resolution of the issue with a copy given to all Nominated Parties and/or

their representatives to the issue. The issue, once resolved, shall be recorded in the next safety committee meeting minutes with the agreed resolution.

- 9.8 The Nominated Parties and/or their representatives must make reasonable efforts to achieve a timely and final resolution of the issue. If within a reasonable time there is still no resolution, any of the Nominated Parties attempting to resolve the issue may then ask Work Health and Safety Queensland, and/or the QBCC, where applicable, to arrange for an inspector to attend the workplace to assist in resolving the issue.
- 9.9 Direction to cease work
- (a) If -
    - (i) an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of the Employer; and
    - (ii) the issue concerns work which involves an immediate threat to the health or safety of any person; and
    - (iii) given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 9.7 above-
  - (b) the Employer and/or the health and safety representative for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease.
  - (c) During any period for which work has ceased in accordance with such a direction, the Employer may assign any Employees whose work is affected to suitable and safe alternative work.

## 10. HEALTH AND SAFETY REPRESENTATIVES

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- 10.1 The Employer and its Employees will comply with Part 5 of the WHS Act – Consultation, representation and participation in relation to the establishment of a health and safety committee;
- 10.2 The health and safety representative/s (**HSR**) shall be elected by the Employees on the job on a democratic basis, and shall be subject to recall by a similar process.
- 10.3 Parties covered by this Agreement recognise the important role of HSRs. The HSRs have a key role in the early intervention in health and safety issues under this Agreement.
- 10.4 The HSR shall be allowed to consult with the principal contractor, or persons acting on his/her behalf, on matters directly concerned with safety of workers, and promote the safe conduct of work generally.

## 11. HEALTH AND SAFETY REPRESENTATIVE MEETINGS

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

## 12. HOT WEATHER GUIDELINES

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- 12.1 Under this Agreement when air temperature reaches
- (a) 35°C; or
  - (b) 29°C and 75% humidity or more, after three hours from commencement of the shift in southeast Queensland it shall constitute inclement weather (Extreme Hot Weather).

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

- 12.2 Before finishing work, Employees should be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, Site manager, and HSRs. This will allow preparation for works to be modified to reduce this category of heat exposure in accordance with clause 12.3 below. For forecasting, planning and guidance the Bureau of Meteorology (BOM) shall be used for weather observations. BOM weather stations used for weather observations shall be the closest to the project and or with similar weather conditions.

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

- (a) rescheduling work so that certain tasks are performed during the cooler part of the day, or on another day;
- (b) reducing the time spent doing hot tasks (for example, by job rotation);
- (c) arranging for more workers to do the job;
- (d) providing extra rest breaks in a cool area;
- (e) providing cool drinking water and ice (machines) near the work site.
- (f) increasing air movement by fans or coolers
- (g) installing shade cloth to reduce radiant heat from the sun
- (h) consideration should be given to working an eight hour day.

- 12.4 Once the temperature reaches Extreme Hot Weather, the following process will be followed:

- (a) Where the temperature reaches 35°C, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 12.5 below.
- (b) where the temperature is 29°C and 75% humidity or more after three hours from the commencement of a shift, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 12.5 below.

- 12.5 If there are areas of the workplace that are below any Extreme Hot Weather, work shall continue as normal in those areas, Employees unable to work elsewhere may be transferred to these areas if work is available. Employees may walk a reasonable

distance through the open to and from amenities, provided it does not pose an imminent risk to their health or safety. The primary objective is to ensure that there is no reasonable concern for an Employee undertaking the work of an imminent risk to their health or safety,

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

## 13. AIR QUALITY PROCEDURE

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### 13.1 Definitions

#### a. Acceptable Air Quality

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

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

#### b. Bushfire smoke

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

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

### 13.3 Air Quality Procedure

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

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

## 14. INCLUSION

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

### First Nations People

- 14.2 The Employer recognises there is a significant population of First Nations People within Queensland. The Employer shall use best endeavours to employ a minimum of 5% of its total workforce who identify as First Nations People.
- 14.3 The Employer will ensure that all Employees receive cultural awareness training as part of the induction process to ensure that all workers are made aware of the history and spiritual connection that traditional owners have with each area where work takes place.
- 14.4 A 'Welcome to Country' ceremony will be arranged with the Traditional Owners when the number of workers at a workplace reaches 50, as part of the Employers commitment to the principles of social, restorative justice and cultural affirmation.
- The Employer will also implement policies that ensure:
- a) access to annual leave for participation in cultural and ceremonial activities;
  - b) skill and career development opportunities for First Nations Employees;
  - c) the development of retention and promotion for First Nations Employees.
- 14.5 Where the workplace is a construction site, the Employer's obligations in 14.2 and 14.3 will be deemed to have been met, if provided by the principal contractor on the site.

### Women in the Industry

- 14.6 Parties respect equal employment opportunity and it is recognised the demographic of the construction industry could be more diverse. To that end, the Parties support the promotion of women into the industry and shall discuss means to achieve this objective including ways to encourage and assist women to seek and maintain employment in the construction industry.
- 14.6 At a minimum, female toilets with sanitary bins shall be provided at all workplaces where women work. In determining the location of the amenities the Employer must consider the most appropriate balance of privacy, safety and security.
- 14.7 The parties recognise the right of women to feel safe at work. Sexual harassment, intimidation, ostracism or any other unacceptable behaviour will not be tolerated, and may result disciplinary action in accordance with this agreement.

### Mature Age Workers

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

## **15. SECURITY OF PERSONAL INFORMATION**

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- 15.1 For the purpose of this clause “personal information” has the meaning given to it in the Privacy Act 1988 (Cth).
- 15.2 The company undertakes not to pass on or sell Employees’ personal information (either directly or indirectly, for example through contractual arrangements with clients), except to comply with an direction from a Government authority.

## **16. SITE ACCESS SYSTEMS AND INDUCTIONS**

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- 16.1 Site access issues shall be discussed between the Parties.
- 16.2 The particular type of site access system to be installed will be reviewed for each project having regard to client requirements, the project’s hours of work, work force numbers and available technology in order to alleviate ‘bottle necks’ and inconvenience to workers in its operations.
- 16.3 The Company will comply with the Australian Privacy Principles in the Privacy Act 1988 (Cth) in relation to any personal information (for the purpose of this clause “personal information” has the meaning given to it in the Privacy Act 1988 (Cth)) they hold in relation to Employees.
- 16.4 The company undertakes that, to ensure the highest level of compliance with Health and 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.

## **17. TOOL BOX MEETINGS**

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- 17.1 At least one tool box meeting will be convened by the Employer per site each month to facilitate and foster communication and consultation. Items to be discussed at each meeting may include: programming of site work, site issues, Workplace Health and Safety, job design, productivity issues, management policies, agreement compliance, wages and conditions, compliance with statutory obligations and any other relevant issue raised. Notice of the meeting will be given at least one (1) week prior to the scheduled date.

## **18. CONTRACT OF EMPLOYMENT**

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- 18.1 At the point of engagement of each Employee, the Employer must inform the person in writing whether the engagement is on a permanent or casual basis, stating by whom the Employee is employed, the job performed, the classification level, and the relevant rate of pay. Each new Employee shall upon commencement also be provided with a copy of this Agreement, or alternatively, access to the Agreement in electronic format at the discretion of the Employee.
- 18.2 The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill, competence and training consistent with the Employee's classification provided that such duties do not promote deskilling.

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

## 19. EFFECTIVE WORK ORGANISATION

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

- 19.1 Where the Employer is the principal contractor, or they are required under contract to provide the following key site attendant roles on a project, the Employer will use its best endeavours to engage these employee`s directly;
- (a) First aid attendants;
  - (b) Amenities attendants;
  - (c) Hoist drivers (including builders' lift drivers);
  - (d) Crane crews (except where supplied by a specialist company or subcontractor)
  - (e) Gate persons; and
  - (f) Primary traffic attendant roles (except where supplied by a subcontractor as an ancillary aspect of their scope of works or where there is a legal requirement).
- 19.2 The parties acknowledge that traditional trade based training through apprenticeships, was one of the best paths for career development in the construction industry. Where the Employer is the principal contractor, the Employer agrees to consult during the life of this agreement regarding the direct engagement of tradespeople including apprentices.

## 20. CASUAL EMPLOYMENT

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- 20.1 A casual Employee is an Employee employed on an occasional basis and whose work pattern is not regular and systematic. When a person is engaged as a casual employee they will be informed in writing that the Employee is to be employed as a casual, the job to be performed, the classification level, the actual or likely length of engagement including number of hours to be worked per week, and the relevant rate of pay.
- 20.2 A casual Employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Agreement except annual leave, personal leave, and payment for public holidays on which no work is performed. A casual Employee is entitled to unpaid bereavement and carer's leave.
- 20.3 Except on Saturdays and Sundays, on each occasion a casual Employee is required to attend work, the Employee shall be entitled to payment for a minimum of eight (8) hours work (with 0.8 of an hour on each of these days accruing toward an RDO) plus the

relevant fares and travel allowance prescribed by clause 30.3 below. On Saturdays and Sundays, a casual Employee is entitled to payment for a minimum of four (4) hours, plus the relevant fares and travel allowance prescribed by clause 30.3 below.

- 20.4 A casual Employee for working ordinary time shall be paid 125% of the hourly rate prescribed in APPENDIX 1 for the Employee's classification.
- 20.5 A casual Employee required to work Overtime or weekend work shall be entitled to the relevant penalty rates prescribed in this Agreement:
- (a) where the relevant penalty rate is time and a half, the Employee shall be paid 175% of the hourly rate prescribed by clause 28 below and APPENDIX 1 for the Employee's classification;
  - (b) where the relevant penalty rate is double time, the Employee shall be paid 225% of the hourly rate prescribed by clause 28 below and APPENDIX 1 for the Employee's classification; and
  - (c) where the relevant penalty is a public holiday, the Employee shall be paid 275% of the hourly rate prescribed by clause 28 below and APPENDIX 1 for the Employee's classification.
- 20.6 For the purposes of clarity, the applicable contributions to CBUS/BUSS(Q), BERT, CIPQ and BEWT or other funds nominated herein, must be made by the Employer in respect of casual Employees. A casual Employee shall also be entitled to receive, in addition to their casual rate, penalty payments for Overtime, work performed on weekends, work performed on public holidays and RDOs.
- 20.7 Termination of all casual engagements shall require one hour's notice by either the Employer or Employee, or the payment or forfeiture of one hour's pay, as the case may be. This clause will not reduce the entitlements of injured Employees.
- 20.8 **Casual Conversion**
- (a) A casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in excess of 6 weeks, thereafter has the right to request in writing to have their contract of employment converted to permanent employment if the employment is to continue beyond the conversion process. The decision as to whether a regularly and systematically engaged casual employee is made permanent is a decision of the Employer.
  - (b) A casual Employee, who has requested in writing to be converted to permanent employment pursuant to clause (a) above whose request is refused by the Employer, is entitled to be paid 175 percent of the hourly rate prescribed in this Agreement for the Employee's classification.
  - (c) For the purposes of this clause, "regular and systematic" shall be defined as an average of 4 days or more over 6 weeks.

## 21. **APPRENTICES/TRAINEES**

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- 21.1 Apprentices/Trainees shall be entitled to all of the applicable rates and conditions of employment prescribed by this Agreement.
- 21.2 For clarification, in addition to the rates in APPENDIX 1, Trainees are entitled to receive full Daily Travel, BERT, BEWT, CIPQ, Superannuation and any other entitlements in

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

- 21.3 Training arrangements for Apprentices/Trainees shall be as provided in QIRC Order (No.B585 of 2003) Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003.
- 21.4 Apprentices/Trainees shall be entitled to be paid the daily fares and travel allowance whilst attending training.
- 21.5 The Employer shall be responsible for meeting all costs associated with Apprenticeship/Traineeship training, including any student registration, tuition fee or other course costs.
- 21.6 During the first year of an Apprenticeship, tools to the minimum retail value of \$600.00 shall be supplied by the Employer within a period of three months after the expiry of the probationary period or within a period of six months from the date of commencement of the employment, whichever first occurs.
- 21.7 During the second and subsequent years (or part of a year) of apprenticeship tools to the retail value of \$600.00 shall be supplied by the Employer within a period of three months from the commencement date of each such year (or part of a year) of the indentured Apprenticeship.
- 21.8 Where an Apprentice has entered a Competency Based Training Agreement, the provision of tools will be on the following basis:
- (a) During the term of Apprenticeship, an Employer shall, in respect of each level of the Apprenticeship program, supply the Apprentice with tools of trade, to a minimum retail value of \$600.00;
  - (b) The supply of tools of trade for each level of the program shall be linked to the successful achievement of competencies or, where appropriate, the demonstration of approved levels of progression towards the achievement of competencies as prescribed by the relevant National Training Package or in the relevant Award;
  - (c) Supply of tools will occur no later than three (3) months after the expiry of the probationary period or within a period of six (6) months from the date of commencement of the employment, whichever first occurs, and no later than three (3) months into subsequent levels of the Apprenticeship;
  - (d) Apprentices employed under part-time or school based arrangements shall be entitled to a supply of tools consistent with the requirements as outlined in clause 21.6 and clause 21.7 above.

21.9 **Apprentice Training**

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

- (a) If the Employer employs seven (7) or more tradespeople in any one classification it undertakes to employ an apprentice(s) or make arrangements to host an apprentice from an agreed scheme.

- (b) The Employer is committed to ensuring that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, to this end the Employer will endeavor to maintain at least one apprentice to every seven (7) tradespeople.

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

## 22. **ADULT APPRENTICES**

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Adult apprentices are apprentices who commence their apprenticeship at the age of 21 years or older. Adult apprentices engaged under any of the classifications set out in clause 1 of this Appendix will be paid a minimum rate equal to the rate of pay for a second year apprentice, for the first two years of the apprenticeship, then on parity with other apprentices for the third and fourth years

## 23. **TRAINING AND RELATED MATTERS**

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- 23.1 The parties are committed to the promotion of a highly skilled industry that delivers ongoing employment opportunities and a world-class end product through an efficient and safe construction process. To this end, the Employer agrees that appropriate training, including the engagement and training of apprentices, and skills development for the workforce will be provided during the term of this agreement.
- 23.2 The Employer will implement a policy where all Employees will have their current skills assessed against those required in the nationally recognised formal training package relevant to their work. Where any skill deficiencies are identified through the assessment process, the necessary training will be provided to attain the relevant nationally recognised formal qualification.
- 23.3 Where possible training and skill development is to be carried out in normal working hours. It is agreed that Tthe Employer will bear all costs associated with the provision of the training, including costs and material costs and the provision of the Employee's wages for the period of the training.

### **HSR training**

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

### **Asbestos Awareness Training**

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

### **Silica Dust Training**

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

- 23.6 The Employer agrees that it will, within 7 days of receiving a written request from an Employee, provide:
- (a) evidence to demonstrate the positive commitment to training and skill development; and
  - (b) the information as to the number of apprentices and visa holders engaged by the Employer;
  - (c) each of which it is required to provide to the funding entity in accordance with Clause 24(2) of the Code.
- 23.7 Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

## **24. JOB SECURITY**

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- 24.1 Without limiting the Employer's right to determine its operational requirements the Parties to this Agreement will encourage the continuity of employment for permanent employees with the aim of ensuring that permanent employment opportunities are not eliminated or eroded insofar as it is reasonably practicable to do so.
- 24.2 In order to maximise the continuity and security of employment for Employees and to ensure that the Employer's equipment is operated only by qualified, experienced and capable persons, the Employer agrees that in relation to the operation of tower cranes all tower cranes which are hired out by the Employer (or by an associated entity of the Employer), and which are capable of being operated by Employees of the Employer shall be supplied with a suitably qualified crane crew who is a current Employee of the Employer for the duration of the hire period.

## **25. EMPLOYMENT SECURITY**

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- 25.1 The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this Agreement.
- 25.2 The Employer is also committed to maintaining a stable and skilled workforce, having regard to the contribution that a stable and skilled up workforce has for Employee's job security. The Employer also acknowledges that use of subcontractors or supplementary labour may amount to a workplace concern on the part of Employees. The Employer will take all reasonable measures to achieve employment security for the Employees insofar as it is practicable to do so.
- 25.3 If the Employer wishes to engage subcontractors or supplementary labour to perform work which is usually performed by its own Employees under this Agreement, the Employer must consider any matters raised in consultation by potentially affected Employees before making any final decision to engage subcontractors or supplementary labour.
- 25.4 Following consultation and subject to this clause, the decision whether to engage subcontractors or supplementary labour is a decision of the Employer alone. Any dispute as to the application of this clause will be dealt with under the disputes settlement procedure under this Agreement. The Employer will ensure that all subcontractors are bona fide contractors and engage their employees on lawful terms and conditions.

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

## 26. TERMINATION

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

### **Performance/General Misconduct**

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

### 26.3 Step 1- First Written Warning

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

### 26.4 Step 2- Final Written Warning

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

### 26.5 Step 3- Dismissal

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

- 26.6 The Employer shall provide to each terminated Employee a written statement specifying the period of employment and the classification or type of work performed by the Employee.
- 26.7 The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two business days of termination or the Employee shall be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday). This claim shall be regardless of whether or not the Employee remains on the job).
- 26.8 The Employer shall pay each dismissed Employee for any public holiday that occurs in the period of annual leave that would have been payable had the Employee commenced annual leave on the date of termination. Where the Employee's leave balance would not include public holidays occurring within the 10 working days (excluding weekends) following termination, the Employee shall receive payment for these days.
- 26.9 In cases where the Employer is considering transferring, or terminating the services of an elected Union Delegate, employee representative, or a HSR, a five-day mandatory consultation period shall be initiated by the Employer with the Union prior to any final decision on transfer or termination being made. The affected Employee and their nominated representative will be immediately advised in writing of the initiation of the consultation period and shall remain on the job during the consultation process. If the Employer fails to comply with any of these requirements, the notice period that the Employer must give to the affected Employee shall be increased to four weeks.

## 27. REDUNDANCY

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- 27.1 The Employer will utilise BERT to meet all of the liabilities for Redundancy payments and further to ensure that an amount equal to the credit balance of the Employee's account in the Employee's Redundancy fund is paid to the Employee when the Employee is entitled to that payment pursuant to the terms of the Employee's Redundancy fund.
- 27.2 For projects where the Total Cost of Work is \$50m or greater, the Employer will contribute on behalf of each Employee the following minimum weekly amount:
- (a) \$115.00 per Employee for the life of this agreement;
- 27.3 At the same time contributions are made to the Employee's Redundancy fund, the Employer must pay to the Trustee of the Building Employees Welfare Trust (BEWT) or other similar fund nominated by the Union an amount equal to the following:
- (a) \$14.90 per Employee for the life of this agreement;
- 27.4 For projects where the Total Cost of Work is less than \$50m, the Employer will contribute on behalf of each Employee the following minimum weekly amount:
- (a) \$54 per employee for the life of this agreement;
- 27.5 At the same time contributions are made to the Employee's Redundancy fund, the Employer must pay to the Trustee of the Building Employees Welfare Trust (BEWT) or other similar fund nominated by the Union an amount equal to the following:
- (a) \$6 per employee for the life of this agreement;

- 27.6 Where an employee has worked on 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.
- 27.7 Apprentice contributions shall be calculated using the following percentage of the trade rate:
- (a) 1<sup>st</sup> stage – 50%;
  - (b) 2<sup>nd</sup> stage – 60%;
  - (c) 3<sup>rd</sup> stage – 75%;
  - (d) 4<sup>th</sup> stage – 90%.
- 27.8 Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave (including leave paid for by QLeave or NTBuild), public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.
- 27.9 Where the Employee's balance in the Employee's Redundancy fund reaches \$20,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund or redirected to CBUS or BUSS(Q). It is the Employee's option only. Where an Employee exercises (or has exercised) this option, his or her Redundancy entitlement will be deemed met for all current and future entitlements arising from the current employment engagement.
- 27.10 Contributions to the Employee's Redundancy fund must be made, at a minimum, on a monthly basis, by no later than the 15<sup>th</sup> of the following month details of the Employer's contribution for each month including when contribution was made and for how much, are to be shown on the Employee's wage statement by the end of the second week of each subsequent month. Late payments shall attract a penalty of 10% of the total amount due, unless there is a reasonable explanation that is acceptable to the parties of this agreement.

## 28. **WAGES**

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- 28.1 Employees must be paid wages in accordance with APPENDIX 1 from the first full pay period after the dates specified. Those rates include the following increases:
- (a) 1.5% from the 1st January 2021;
  - (b) 3% from the 1st July 2021; and
  - (c) 3% from the 1st July 2022.
- 28.2 The wage rates detailed in APPENDIX 1 of this agreement are structured as follows:
- (a) The wage rates detailed in APPENDIX 1 for classifications CW1 to CW4 inclusive include the weekly hand tool allowance (where relevant);
  - (b) The ordinary time hourly rate for all purposes shall be calculated by dividing the appropriate weekly rate by 36;
  - (c) The wage rates for classifications CW 5 and above detailed in APPENDIX 1 do not contain the weekly hand tool allowance. Where this allowance is applicable, it must be paid in addition to the rates contained in APPENDIX 1.

- 28.3 Wages for apprentices shall be calculated by applying a fixed percentage to the rates of specific trades as provided by the applicable award or order. Provided that the trade rate shall not include the hand tool or power tool allowances for the purpose of this calculation.
- 28.4 Inclement Weather (Emergency Works)
- Clause 23.6 of the Award will also apply in the case of emergency work where the Employee's and the relevant HSRs concerned agree that the work is of an emergency nature and can start and/or proceed.
- 28.5 Inclement Weather
- Where there is the existence of inclement weather clause 23 of the *Building and Construction General On-site Award 2020* shall apply. Additionally, the procedure's listed at 23.13 of the *same Award* shall apply in all instances of inclement weather in the work place.

## 29. CLASSIFICATIONS

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- 29.1 The Classification levels for Employees engaged under this agreement shall be read in accordance with the Award unless specifically amended by the terms of this Agreement. Classification levels, relativities, pay rates and other details are contained in APPENDIX 1.
- 29.2 **Health and Safety Representative**
- (a) Where an Employee is elected by Employees of the Employer as a HSR, and agrees to undertake the required training to fulfil the role, the Employee will be classified as the higher of CW4, or the Employee's usual classification. In addition, a HSR is entitled to an all-purpose hourly allowance of:
- (i) \$2.39 for the life of this agreement;
- (b) For clarity, an Employee is only entitled to one all-purpose hourly allowance pursuant to clauses 29.2 and 29.5 below.
- 29.3 **Marker/Setter Out**
- An Employee performing the work of a marker/setter out shall be paid an all-purpose allowance of 5% of his/her applicable hourly rate.
- 29.4 **Higher Duties**
- Where any Employee on any day performs two or more classes of work to which different rates of pay are applicable, the Employee shall be paid at the higher hourly rate for the day if the Employee is required to work at that class of work for two (2) hours or more, and if for less than two (2) hours during any one (1) day the Employee will be paid the higher rate for the time so worked.

### 29.5 **Union Delegate**

- (a) Where an Employee is elected by Employees of the Employer as a Union Delegate, and the Union notifies the Employer of this election, the Employee will be classified as the higher of CW4, or the Employees usual classification. In addition, a Union Delegate entitled to an all- purpose hourly allowance of:
  - (i) \$2.39 for the life of this agreement;
- (b) For clarity, an Employee is only entitled to one all-purpose hourly allowance pursuant to clauses 29.2 above and 29.5. Notwithstanding, no Union Delegate will suffer a reduction in pay as a result of the implementation of this clause.

## 30. **ALLOWANCES**

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

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

### 30.3 **Fares and Travel Allowance**

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

- (a) Daily Entitlement
  - (i) \$50.00 for the life of this agreement;
- (b) Apprentices shall receive the following percentage of the amount detailed above:
  - (i) 1<sup>st</sup> stage – 75%;
  - (ii) 2<sup>nd</sup> stage – 85%;
  - (iii) 3<sup>rd</sup> stage – 90%;
  - (iv) 4<sup>th</sup> stage – 95%.
- (c) The rate to be paid on projects where the Total Cost of Work is less than \$50m shall be in accordance with the Award

### 30.4 **Leading Hand**

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

### 30.5 Living Away from Home Allowance

- (a) Where an Employee is engaged on distant work, the provision of reasonable board and lodgings will be supplied by the Employer, at no cost to the Employee.
- (b) Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.
- (c) Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.
- (d) Where an Employee is engaged on distant work where the Total Cost of Work is \$50m or greater, the Employer will pay the Employee, in addition to all other entitlements, a daily allowance as provided by APPENDIX 2.
- (e) Employees rostered for distant work must be notified in writing by the Employer. To ensure fatigue is managed safely, no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work. Notwithstanding any other requirements in this clause 30.5, no employee will be required to be away from home for more than 3 weeks without returning home at the employers expense.
- (f) An Employee may refuse to work in circumstances where the working would result in the Employee working hours which are unreasonable having regard to matters including:
  - (i) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;
  - (ii) the Employee's personal circumstances including any family responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by the Employer, and by the Employee of his or her intention to refuse it; and
  - (v) any other relevant matter.
- (g) All time spent by Employees travelling to and from distant work will be paid as if worked during the time the travel is taken.

### 30.6 Power Tools

Where an Employee is specifically required to supply their own power tools (maximum of three commercial quality power tools plus a lead) by the Employer, the Employer will be responsible for all consumables and tagging and will replace all stolen tools if in an Employer lock up. Where the Employer requires the Employee to lend a power tool to another Employee, the Employer is deemed to have taken ownership of the tool and will replace the tool with a new tool of the same brand and model or an agreed alternative. The Employer will pay the rate per hour: as detailed in APPENDIX 2 of this Agreement.

### 30.7 Site Allowance

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

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

- (b) Site Allowance is not subject to any premium or penalty and shall compensate for all disabilities other than:
- (c) Heavy Blocks;
  - (d) Explosive Powered Tools;
  - (e) Scaffolder's Licence Allowance;
  - (f) Unbacked Insulation;
  - (g) Swing Stage;
  - (h) Height/ Multi Storey.

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

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

### 30.8 Height Allowance

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

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

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

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

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

30.10 Engagement of more than one mobile crane

- (a) Where more than one mobile crane is engaged on any single lift the following additional payments shall be made:
- (i) Where two mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:
    - From 1/7/2020 - \$4.42;
  - (ii) Where three mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:
    - From 1/7/2020 - \$8.50;
  - (iii) Where four mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:
    - From 1/7/2020 - \$13.07;
  - (iv) Where more than four mobile cranes are engaged the crane crew shall be paid at the following additional amount per lift:
    - From 1/7/2020 - \$17.27;

**31. PRODUCTIVITY SCHEMES**

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

**32. SUPERANNUATION**

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- 32.1 It is agreed that the default fund under this agreement shall be BussQ.
- 32.2 All Employees shall be entitled to receive Employer superannuation contributions and shall also co-contribute a minimum amount from their wages.
- 32.3 On projects where the Total Cost of Work is \$50m or greater, the Employer will contribute on behalf of each Employee the following minimum weekly amount:
- (a) \$255.00 per week for the life of this agreement.
- 32.4 On projects where the Total Cost of Work is \$50m or greater, every Employee shall co-contribute by way of salary sacrifice the following minimum weekly amount:
- (a) \$64.00 per week for the life of this agreement.
- 32.5 The contributions in clauses 32.3 and 32.4 above shall be in addition to all other entitlements prescribed by this Agreement.
- 32.6 Contributions for apprentices shall be calculated at 12% of ordinary time earnings.
- 32.7 Apprentices shall co-contribute by the way of salary sacrifice 3% of ordinary time earnings.
- 32.8 On projects where the Total Cost of Work is less than \$50m, superannuation shall be paid in accordance with the The Superannuation Guarantee (Administration) Act 1992 (SGAA).

- 32.9 Where an employee has worked on 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.
- 32.10 The Employer will, on behalf of the Employee, forward the above amounts directly to each Employee's superannuation account at least once each calendar month.
- 32.11 Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave (including leave paid for by Qleave or NTBuild), public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.
- 32.12 Should it be established that the Employer has failed to make payments as required; the Employer shall be liable to make the appropriate contributions immediately upon being notified of the non-compliance. Further, the Employer shall pay an additional 10% per annum (calculated on a pro-rata basis) to offset the interest that the contributions would have attracted in the relevant fund had they been paid on the due dates. The requirement for the Employer to make retrospective payments shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

### **33. SALARY SACRIFICE ARRANGEMENTS**

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- 33.1 Employees covered by this Agreement will have access to salary sacrifice arrangements in addition to the compulsory arrangement detailed above. The requirements of any such arrangements shall ensure that:
- (a) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual Employee.
  - (b) The Employee wishing to enter into a salary sacrifice arrangement will be required to notify his/her Employer in writing of the intention to do so and have sought expert advice in relation to entering into such an arrangement.
  - (c) The Employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the Employees under the Agreement.
  - (d) The co-contribution of superannuation payments referred to herein shall be made by way of salary sacrifice arrangements.

### **34. INCOME PROTECTION AND PORTABLE UNUSED SICK LEAVE**

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- 34.1 The Employer will contribute the following amounts (including GST) per week to CIPQ in respect of each of its Employees for, or on account of, the premium insuring income protection for each of those Employees:
- (a) from 1 March 2020 - \$39.30.
  - (b) from 1 March 2021 - \$40.30
  - (c) from 1 March 2022 - \$41.30
- 34.2 The income protection policy provided by the Employer will provide the following amounts as weekly benefits in the event of a claim:
- (a) from 1 March 2019-\$1,600.00.

- 34.3 If CIPQ decides that a higher weekly rate per Employee must be paid or provided, the Employer must pay that higher rate as and from the date CIPQ determines. Payment at the rate specified under this clause 34.1 above from the date determined by CIPQ will satisfy the Employer's obligations under clause 34.1 above.
- 34.4 If the Employer does not contribute to CIPQ the amount required under clause 34.1 above in respect of each and every Employee, the Employer will pay an additional \$1,500 per week on top of what benefit the policy provides and also reimburse the Employee for costs (ie medical expenses, claims management and rehabilitation expenses) incurred by the Employee, for a period of three years in the event that an Employee is unable to make a claim because of the non-payment by the Employer.
- 34.5 All accrued and unused sick leave will be notified to CIPQ upon termination for each employee, for the purposes of portable sick leave.

## 35. HOURS OF WORK

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### 35.1 Ordinary hours

Except as provided elsewhere in this Agreement, the ordinary working hours will be 36 hours per week (7.2 hours per day) worked between 6.00 a.m. and 6.00 p.m. Monday to Friday. Typically, work should not commence later than 7am. All time worked outside the aforementioned span of hours shall be by agreement with the affected employees concerned, and paid at double time.

### 35.2 Start and finish times

- (a) If the Employer wishes to alter start and finish times within the spread of ordinary daily hours, the Employer will consult with the affected Employees and:
- (i) provide not less than 48 hours' notice to affected Employees of the change to start and finish times; and
  - (ii) have regard to the intention of avoiding excessive overtime.

### 35.3 Overtime

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

### 35.4 Reflecting this intention, it is recognised that:

- (a) The Employer is not restricted as to the setting of daily hours within the 50 hour general standard;
- (b) Subject to consultation a majority of employees may agree to work on a Saturday following a Monday RDO, provided there is strict adherence with the rest of this clause 35.

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

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

**35.6 Overtime Penalty Rates**

- (a) On projects where the Total Cost of Work is \$50m or greater, all time worked in excess of the ordinary hours, shall be paid at double time.
- (b) On projects where the Total Cost of Work is less than \$50m, the overtime penalties that will apply are;
  - (i) paid for at the rate of time and a half for the first two hours and at double time thereafter.

**Shiftwork**

- (c) In this clause Shiftwork means work comprising recurring periods in which different groups of workers do the same jobs in rotation;
- (d) Shiftworker for the purposes of this clause 35 is defined as an Employee who is required by the Employer to work Shiftwork, which commences or finishes outside 6.00 a.m. and 6.00 p.m. Monday to Friday.
- (e) On projects where the Total Cost of Work is \$50m or greater Shiftworker shall be paid at the rate of double time for all hours worked.
- (f) On projects where the Total Cost of Work is less than \$50m, the shiftwork penalties of the Award will apply
- (g) An Employee who has to work Shiftwork shall be given at least 48 hours' notice of the requirements to work shift work. An Employee may refuse to work overtime in circumstances where the working of such shift would result in the Employee working hours which are unreasonable having regard to matters including:
  - (i) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;
  - (ii) the Employee's personal circumstances including any family responsibilities;
  - (iii) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
  - (iv) any other relevant matter.

## 36. EMPLOYEE ROSTERED DAY OFF

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- 36.1 Ordinary working hours will be scheduled in a 10 day cycle, Monday to Friday inclusive, with 8 ordinary working hours worked for each of 9 days and with 0.8 of an hour on each of those days accruing toward the tenth day, which will be known as the rostered day off (RDO).
- 36.2 26 rostered days are scheduled to be taken off by an Employee for every 12 months' continuous service in accordance with the dates set out in the calendar indicative of scheduled RDO contained in APPENDIX 3. The purpose of this calendar is to ensure workers and site management manage their fatigue levels, thereby encouraging safer and more productive projects.
- 36.3 For clarity, nothing in this clause or the calendar is intended to impose a limit on the ability of the Employer to determine with the majority of its affected Employees when and where work can be performed to meet operational requirements or otherwise limit the Employer's right to manage its business.
- 36.4 Payment for RDOs will include an entitlement to the daily fares and travel allowance.
- 36.5 Each day of leave taken and any public holiday occurring during any cycle will be regarded as a day worked for accrual purposes.
- 36.6 An Employee who has not worked a complete cycle will receive pro rata accrued entitlements payable for the rostered day off.
- 36.7 Where an Employee has insufficient accruals for an RDO, the Employer may by agreement with the affected Employee, offset any deficiency from the Employee's annual leave entitlement.
- 36.8 Where the Employer wants an Employee or Employees to work on an RDO, the following process shall be followed:
- (a) The Employer shall establish that there is a genuine need for the work to take place on the RDO. Examples of where work may take place include, but are not limited to, the following: jumping cranes, erecting or dismantling jump form, high-risk activity after consultation with the safety committee), or other operational circumstances that require work on that day; and
  - (b) The Employer must consult with the affected Employee(s); and
  - (c) Provide affected Employee/s the opportunity to notify the Union using the form provided for in APPENDIX 6, or other chosen representative/s in writing (fax or email) prior to the RDO that work will be performed.
- 36.9 The Employer is committed to providing as much notice as is reasonably practicable for a requirement to work. Wherever possible, the process outlined above will occur at least 7 calendar days prior to the RDO in question.

- 36.10 An Employee may refuse to work an RDO in circumstances where the working of such a RDO would result in the Employee working hours which are unreasonable having regard to matters including:
- (a) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;
  - (b) the Employee's personal circumstances including any family responsibilities;
  - (c) any other relevant matter.
- 36.11 Where the procedure in clause 36.8 above has been followed and at least seven days' notice has been provided to Employees to work on the RDO, Employee's must be paid for at 200% of the rate applicable for the Employee's classification in the Agreement, with a minimum payment for 8 hours, for that RDO. Where the procedure in clause 36.8 above has not been followed or less than 7 days' notice has been provided to Employees to work on the RDO, Employee's must be paid at 250% of the rate applicable for the Employee's classification in the Agreement, with a minimum payment of 8 hours, for that RDO.
- 36.12 In addition to the loadings listed above, employees will be provided a day in lieu for each RDO that they are required to work.
- 36.13 Up to five (5) RDOs may be accrued under normal industry flexibilities. Accrued RDOs will be taken in the calendar year they were due or be transferred to the employee's annual leave bank in the last pay period of the calendar year provided sufficient RDO hours are retained to cover the scheduled RDOs for January of the following year.
- 36.14 **Easter and Christmas**
- An Employee required to work during the Easter and Christmas period, that is to work on any day between and inclusive of Christmas Day and New Year's Day and any day, between and inclusive of Good Friday and Easter Monday, shall be paid 300% of the hourly rate prescribed in the Agreement for the Employee's classification.

## 37. LEAVE

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- 37.1 Permanent Employees shall be entitled to paid personal leave when they are absent from work due to:
- (a) personal illness or injury (sick leave);
  - (b) for the purposes of caring for partners, children and/or other household or family members who are sick or in a personal emergency and require the Employee's care and support (carer's leave); or
  - (c) compassionate leave.
- 37.2 Personal leave shall accrue as follows:
- (a) Three days in the first month and then one additional day at the beginning of each of the next nine calendar months will be available in the first year of employment;

- (b) Twelve days at the beginning of the Employees second and each subsequent year will commence on the anniversary of engagement.
  - (c) All unused personal leave is cumulative.
- 37.3 If required by the Employer, when an Employee is absent for more than 2 consecutive days the Employee is required to give the Employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.
- 37.4 Parental Leave will be in accordance with the FW Act.
- 37.5 All Employees covered by this Agreement are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Industrial Relations Act 2016 (Qld) as amended from time to time, or the provisions of the Building and Construction Industry (Portable Long Service Leave) Act 1991 (Qld). Section 95 subsection (4) of the Industrial Relations Act 2016 (Qld) does not apply to Employees covered by this Agreement.
- 37.6 Employees may take unpaid leave. Such leave will be subject to the Employer's approval except for up to 5 days per year of unpaid leave, which may be taken by notice given at or before the commencement of such leave. Unpaid leave can be taken for less than a day.
- 37.7 An Employee's entitlement to annual leave will be consistent with the National Employment Standards contained in the FW Act.
- 37.8 Annual leave shall accrue at the rate of 3 hours per week (i.e. 36 ordinary hours) of service. If the Employee is a continuous shift Employee (as defined in the Award), the Employee shall accrue annual leave at the rate of 3.75 hours per week (i.e. 36 ordinary hours) of service.
- 37.9 The Employer will not unreasonably refuse a request for annual leave by an Employee.
- 37.10 Annual leave will be paid at the rate the Employee would have received if ordinary hours had been worked during the period of leave (including applicable allowances), plus a loading of 17.5%.
- 37.11 At the termination of employment, the Employee will be paid out all outstanding annual leave entitlements, including the 17.5% loading. As per the National Employment Standards, the annual leave will be paid out as if the Employee were taking leave, commencing from the end of the termination notice period. As such, any public holidays occurring during the period for which the annual leave entitlement applies, will be paid for in addition to the annual leave entitlement.
- 37.12 Employees are entitled to compassionate leave in accordance with the National Employment Standards contained in the FW Act. In addition, compassionate leave is available for Employees upon the death of a family or household member, or close family relative.

**38. FAMILY VIOLENCE LEAVE**

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- 38.1 For the purposes of this clause, family violence is:
- (a) behaviour by a person towards a family member of that person if that behaviour:
    - (i) is physically or sexually abusive;
    - (ii) is emotionally or psychologically abusive;

- (iii) is economically abusive; or
- (iv) is threatening; or
- (v) is coercive; or
- (vi) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
- (vii) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in paragraph (a).

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

- (a) a person who is, or has been, the relevant person's spouse or domestic partner; or
- (b) a person who has, or has had, an intimate personal relationship with the relevant person; or
- (c) a person who is, or has been, a relative of the relevant person; or
- (d) a child who normally or regularly resides with the relevant person or has previously resided with the relevant person on a normal or regular basis; or
- (e) a child of a person who has, or has had, an intimate personal relationship with the relevant person.

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

#### 38.4 Confidentiality

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

#### 38.5 Leave

- (a) An Employee (other than casual Employees) experiencing family violence will have access to 10 days per year of paid family violence leave paid at the Employee's minimum wage rate prescribed by clause 19.1(a) of the Award applicable to their classification to attend legal proceedings, counseling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.
- (b) Family violence leave is in addition to any other existing leave entitlements, and may be taken as consecutive or single days or as a fraction of a day.
- (c) The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.
- (d) In addition, the Employer may require the Employee to produce evidence to support the need for family violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.

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

### **39. ADDITIONAL OCCUPATIONAL HEALTH AND SAFETY MATTERS**

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- 39.1 The following clothing will be supplied to all Employees (no later than 1 month after commencement) and will be replaced on a fair wear-and-tear basis. Employees when working on site are required to wear all footwear and clothing supplied. The issue will be:
  - (a) 1 pair of safety boots (if the Employee buys such boots, the Employer will reimburse the Employee up to \$150.00 upon producing of a purchase receipt);
  - (b) 6 sets of shirts and shorts/trousers, overalls or bib and brace overalls, or any combination as agreed; and
  - (c) 1 high visibility winter jacket.
- 39.2 All of the abovementioned items will be replaced on a fair wear-and-tear basis. Where an Employee has not sought replacement of any of the abovementioned items on a fair wear- and-tear basis within twelve months from the date of issue, then that Employee will be entitled to a re-issue of the items at the completion of those twelve months.
- 39.3 All items will comply with the relevant Australian Standards. The clothing selected will need to be breathable, be light weight, UV stable, have a high visibility quality, and have the maximum UPF rating. The Employer undertakes to source Australian made clothing and equipment, in so far as it is possible.
- 39.4 No agreement to pay cash in lieu of supply of clothing/footwear is permitted.
- 39.5 When the Employer requires an Employee to wear spectacles with toughened glass lenses the Employer will pay the cost of the toughening process.
- 39.6 Stand-By Drivers and Crane Crews
  - (a) The crane crew for each crane must consist of at least the following:
    - (i) A crane driver;
    - (ii) A dogman/stand-by driver; and
    - (iii) A dogman.

### **40. WORKPLACE IMPAIRMENT POLICY**

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

### **41. TIME AND WAGES RECORDS**

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- 41.1 Particulars of details of payment to each Employee must be included on the envelope including the payment or in a statement handed to the Employee at the time payment is made and will contain the following information:
  - (a) Name of employing Employer;
  - (b) Name of Employee;
  - (c) Employee's classification;

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

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

- (a) The Employee's date of birth;
- (b) date when the Employee became an Employee of the Employer, if appropriate, the date when the Employee ceased employment with the Employer;
- (c) The Employee's tax file number;
- (d) The Employee's CBUS/BUSS(Q) number;
- (e) The Employee's BERT number;
- (f) The Employee's QLeave or NTBuild number;
- (g) The Employee's CIPQ number;
- (h) Daily details of work including:
  - (i) Daily start time and finish time;
  - (ii) Time lunch and crib breaks taken;
  - (iii) Total ordinary hours worked and resulting wage;
  - (iv) Total time and a half hours worked and resulting wage;
  - (v) Total double time hours worked and resulting wage;
- (i) Details of allowances paid;
- (j) Details and payment for RDOs, Personal and annual leave, public holidays;
- (k) Details of deductions;

- (l) Details of additions;
- (m) Total gross allowances paid per week and year to date;
- (n) Total gross wages paid per week and year to date;
- (o) Tax deducted from wages per week and year to date;
- (p) Net wages per week and year to date;
- (q) RDOs, sick and annual leave accrued per week and year to date;
- (r) CBUS/BUSS(Q), BERT, BEWT, and CIPQ paid per week and year to date.

#### **42. UNION DELEGATE/EMPLOYEE REPRESENTATIVE RIGHTS**

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

#### **43. UNION DELEGATE FACILITIES**

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

- (ii) an iPad equipped with mobile Internet access;
- (iii) a table and chairs;
- (iv) a filing cabinet;
- (v) air-conditioning/heating;
- (vi) access to stationery and other administrative facilities, including use of facsimile, use of e-mail, (if available on site), following consultation between the Union Delegate and Site Management;
- (vii) a private lockable area.

#### 44. UNION TRAINING LEAVE

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- 44.1 An Employee elected as Union Delegate shall, upon application in writing to the Employer, be granted up to five days paid leave each calendar year to attend relevant Union Delegate courses. Such courses shall be designed and structured with the objective of promoting good industrial relations within the building and construction industry.
- 44.2 Consultation may take place between the parties in the furtherance of this objective.
- 44.3 The application for leave shall be given to the Employer in advance of the date of commencement of the course. The application for leave shall contain the following details:
- (a) The name of the Union Delegate seeking the leave;
  - (b) The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
  - (c) A general description of the content and structure of the course and the location where the course is to be conducted.
- 44.4 The Employer shall advise the Union Delegate within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.
- 44.5 The time of taking leave shall be arranged so as to minimise any adverse effect on the Employer's operations. The onus shall rest with the Employer to demonstrate an inability to grant leave when an eligible Union Delegate is otherwise entitled.
- 44.6 The Employer shall not be liable for any additional expenses associated with an Employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant agreement classification rate including, shift work loadings where relevant plus Site Allowance where applicable.
- 44.7 Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with a Union Delegate's RDO or with any concessional leave.
- 44.8 A Union Delegate on request by the Employer shall provide proof of their attendance at any course within 7 days. If an Employee fails to provide such proof, the Employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the Union Delegate.

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

#### **45. INDIVIDUAL FLEXIBILITY AGREEMENTS**

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- 45.1 Where the Employer wants to enter into a variation agreement it must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited, the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- 45.2 The Employer must ensure that any variation agreement is genuinely agreed to by the Employer and the Employee and that the terms of the variation agreement:
- (a) are about permitted matters under section 172 of the FW Act; and
  - (b) Relates only to:
    - (i) Salary sacrifice agreements;
    - (ii) Increase in annual leave accrual each year;
    - (iii) Increase in rate of accrual of Rostered days off;
    - (iv) Increase in wages;
    - (v) Increase in training leave (Union or otherwise);
  - (c) are not unlawful terms under section 194 of the FW Act; and
  - (d) result in the Employee being better off overall than the Employee would be if no arrangement (variation agreement) was made.
- 45.3 The Employer must also ensure that any such variation agreement is:
- (a) in writing (including details of the terms that will be varied, how the variation agreement will vary the effect of the Enterprise Agreement terms, how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and the day on which the arrangement commences);
  - (b) includes the name of the Employer and Employee;
  - (c) signed by the Employer and the Employee, and if the Employee is under 18, by a parent or guardian of the Employee;
  - (d) provided to the Employee within 14 days after it is agreed to; and
  - (e) able to be terminated by either the Employer or Employee giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.
- 45.4 Where any of the requirements of this clause 45 are not met, the variation agreement is of no effect.

#### **46. SHAM CONTRACTING**

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- 46.1 Sham contracting occurs when an Employer engages an individual to perform building work under a contract for services where the true character of the engagement or proposed engagement is that of employment.
- 46.2 The Employer recognises that the practice of sham contracting is unlawful and undermines the job security of the Employees covered by this Agreement. The Employer will ensure that sham contracting does not occur and agree that sham contracting is prohibited by this agreement.
- 46.3 The Employer will not enter into a contract with another person (“the Contractor”) under which services in the nature of building work are to be provided to the employer, if:
- (a) the services are to be performed by an individual (who is not the Contractor); and the individual has any ownership in, or is an officer or trustee of, the contractor; and
  - (b) if the contract were entered into with the individual, the contract would be a contract of employment.
- 46.4 The Employer will maintain records about any Contractors that it has engaged in the preceding month which will include:
- (a) the name of the Contractor;
  - (b) the owner(s) of the Contractor;
  - (c) the works that the Contractor was engaged to perform;
  - (d) basis on which the Contractor was paid for the work e.g. lump sum/fixed price, daily rate, other; and
  - (e) advice as to whether the works that the Contractor was engaged to perform were previously performed by an Employee covered by this Agreement.
- 46.5 The Employer will, within 7 days of receiving a written request from an Employee, provide a copy of the records which it is required to keep pursuant to the previous subclause. Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).
- 46.6 Where in breach of this clause a sham contract was in place, such that that Contractor was in fact an Employee under this Agreement, the calculation for back pay will be calculated on the basis of the difference between what they were paid under sham contract arrangement and:
- (a) 175% of the applicable hourly rate contained in this Agreement; plus
  - (b) the Site Allowance (if applicable); plus
  - (c) the multi-storey allowance (if applicable), plus
  - (d) CBUS/BUSS(Q), BERT, CIPQ and BEWT.

#### 47. SECURITY OF PAYMENTS

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- 47.1 The Employer recognises that the under, non or late payment of building industry participants for services rendered can affect the entitlements of workers and the security of their employment.
- 47.2 The Employer acknowledges its obligations under the Building and Construction Industry Payments Act 2004 (as amended) and the Subcontractors Charges Act 1974.

- 47.3 The Employer will not engage in illegal or fraudulent phoenix activities for the purpose of avoiding any payment due to another building contractor or building industry participant or other creditor.
- 47.4 The Employer will:
- (a) comply with all applicable laws and other requirements relating to the security of payments that are due to subcontractors; and
  - (b) ensure that payments which are due and payable are made in accordance with applicable legislative requirements including the Code and are not unreasonably withheld; and
  - (c) have a documented dispute settlement process in accordance with all applicable legislative requirements including the Code that details how disputes about payments will be resolved, includes a referral process to an independent adjudicator for determination if the dispute cannot be resolved between the parties and must comply with that process; and
  - (d) as far as practicable, ensure that disputes about payments are resolved in a reasonable, timely and cooperative way.
- 47.5 The Employer will keep records demonstrating its compliance with clause 47.4 above. The Employer will, within 7 days of receiving a written request from an Employee who has a reasonable belief of a non-compliance with clause 47.4 above, provide evidence demonstrating its compliance. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

#### **48. TEMPORARY FOREIGN LABOUR**

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- 48.1 In this clause the term “temporary foreign labour” means a person that is not an Australian citizen or Australian permanent resident (within the meaning of the Migration Act 1958 (Cth) who is employed or engaged to undertake building work by the Employer.
- 48.2 The Employer recognises that the engagement of temporary foreign labour may undermine the job security of the Employees covered by this Agreement. The parties wish to limit the circumstances in which temporary foreign labour can be engaged so as to ensure the job security of the Employees covered by this Agreement.
- 48.3 The Employer will not engage temporary foreign labour unless:
- (a) the position is first advertised in Australia; and
  - (b) the advertising was targeted in such a way that a significant proportion of suitably qualified and experienced Australian citizens and Australian permanent residents (within the meaning of the Migration Act 1958 (Cth) would be likely to be informed about the position; and
  - (c) any skills or experience requirements set out in the advertising were appropriate to the position; and
  - (d) the employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job;
  - (e) temporary foreign labour will be engaged in accordance with this Agreement.

- 48.4 The Employer will, within 7 days of receiving a written request from an Employee provide evidence demonstrating its compliance with this clause 48 of this Agreement. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).
- 48.5 Where an employer engages temporary foreign labour in breach of this clause, the position shall, as soon as practicable, be re-advertised and filled by the employer strictly in accordance with this clause.

#### **49. QUALITY BUILDING MATERIALS**

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- 49.1 The Parties recognise the complex issue of non-conforming building products (NCBPs). NCBPs are building products about which false claims have been made as to their quality and purpose or do not meet required standards for their intended use. A building product is non-conforming if, in association with a building, the product:
- (a) is not, or will not be, safe;
  - (b) does not, or will not, comply with relevant regulatory provisions; or
  - (c) does not perform, or is not capable of performing, for the use to the standard represented.

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

- 49.2 The Employer will only use products in building work that comply with relevant Australian standards published by, or on behalf of, Standards Australia in accordance with the National Construction Code.
- 49.3 In order to maintain compliance with the Code, and in line with other regulatory requirements, the Employer will maintain records in accordance with the Building and Construction Legislation (Non-Conforming Building Products – Chain of Responsibility and Other Matters) Amendment Act 2017
- 49.4 The Employer will, within 7 days of receiving a written request from an Employee, provide a copy of the records which it is required to keep pursuant to the previous clause 49.3 above.

#### **50. COMPLIANCE WITH THIS AGREEMENT**

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- 50.1 Complaints, queries and concerns regarding entitlements paid in relation to the Award or this Agreement shall be raised and resolved in accordance with the disputes procedure in this Agreement. Authorised industrial personnel shall be provided access to time and wage records in accordance with all legal requirements. Authorised industrial inspectors or permit holders shall be provided access to time and wages records in accordance with the FW Act.
- 50.2 The Employer will conduct an audit using the Audit Form provided for in APPENDIX 8 to confirm compliance with:
- (a) Awards and workplace arrangements which have been certified, registered or otherwise approved under the relevant industrial legislation;
  - (b) Legislative requirements such as:
    - (i) the Fair Work Act 2009;

- (ii) QLD/NT Workers Compensation;
- (iii) Superannuation; and
- (iv) Long Service Leave.

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

## 51. **POSTING OF AGREEMENT AND NOTICES**

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

## 52. **SEVERABILITY**

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

## APPENDIX 1 – RATES OF PAY

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

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

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

<b>Stage 1 of Apprenticeship (50% of CW3)</b>			
<b>From</b>	<b>1/01/2021</b>	<b>1/07/2021</b>	<b>1/07/2022</b>
p/w	\$829.82	\$854.72	\$880.36
p/h	\$23.05	\$23.74	\$24.45

#### **TRAINEE WAGES**

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

##### **Stage 5 of Traineeship (100% of CW3)**

<b>From</b>	<b>1/01/2021</b>	<b>1/07/2021</b>	<b>1/07/2022</b>
p/w	\$1,659.60	\$1,709.38	\$1,760.67
p/h	\$46.10	\$47.48	\$48.91

##### **Stage 4 of Traineeship (CW2 - 96% of CW3)**

<b>From</b>	<b>1/01/2021</b>	<b>1/07/2021</b>	<b>1/07/2022</b>
p/w	\$1,593.22	\$1,641.01	\$1,690.24
p/h	\$44.25	\$45.58	\$46.95

##### **Stage 3 of Traineeship (CW1 - 92.4% of CW3)**

<b>From</b>	<b>1/01/2021</b>	<b>1/07/2021</b>	<b>1/07/2022</b>
p/w	\$1,533.46	\$1,579.47	\$1,626.85
p/h	\$42.60	\$43.88	\$45.19

##### **Stage 2 of Traineeship (CW1(b) - 88% of CW3)**

<b>From</b>	<b>1/01/2021</b>	<b>1/07/2021</b>	<b>1/07/2022</b>
p/w	\$1,460.44	\$1,504.26	\$1,549.38
p/h	\$40.57	\$41.79	\$43.04

##### **Stage 1 of Traineeship (New Entrant - 82% of CW3)**

<b>From</b>	<b>1/01/2021</b>	<b>1/07/2021</b>	<b>1/07/2022</b>
p/w	\$1,360.87	\$1,401.70	\$1,443.75
p/h	\$37.80	\$38.93	\$40.10

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

#### **MOBILE HYDRAULIC PLATFORMS AND MOBILE CRANE CLASSIFICATIONS - RATES OF PAY**

##### **MOBILE HYDRAULIC PLATFORMS**

##### **Trainee (as defined)**

<b>From</b>	<b>1/01/2021</b>	<b>1/07/2021</b>	<b>1/07/2022</b>
pw	\$1,611.40	\$1,659.75	\$1,709.54
ph	\$44.76	\$46.10	\$47.49

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

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

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

**PILING CLASSIFICATIONS - RATES OF PAY****CW7 - Senior Supervisor**

From	1/01/2021	1/07/2021	1/07/2022
pw	\$1,941.19	\$1,999.42	\$2,059.41
ph	\$53.92	\$55.53	\$57.20

**CW6 - Working Supervisor**

From	1/01/2021	1/07/2021	1/07/2022
pw	\$1,860.39	\$1,916.21	\$1,973.69
ph	\$51.67	\$53.22	\$54.82

**CW5 - Junior Supervisor**

From	1/01/2021	1/07/2021	1/07/2022
pw	\$1,779.46	\$1,832.84	\$1,887.83
ph	\$49.43	\$50.91	\$52.44

**CW4 - Senior Foundation Operator (SFO)**

From	1/01/2021	1/07/2021	1/07/2022
pw	\$1,709.46	\$1,760.75	\$1,813.57
ph	\$47.48	\$48.91	\$50.37

**CW3 - Foundation Operator (FO)**

From	1/01/2021	1/07/2021	1/07/2022
pw	\$1,659.84	\$1,709.63	\$1,760.92
ph	\$46.11	\$47.49	\$48.92

**CW3 - Foundation Labourer - Skilled (FSL)**

From	1/01/2021	1/07/2021	1/07/2022
pw	\$1,659.84	\$1,709.63	\$1,760.92
ph	\$46.11	\$47.49	\$48.92

**CW2 - Foundation Labourer 2 (FL2)**

From	1/01/2021	1/07/2021	1/07/2022
pw	\$1,593.38	\$1,641.18	\$1,690.41
ph	\$44.26	\$45.59	\$46.96

**CW1 - Foundation Labourer 1 (FL1)**

From	1/01/2021	1/07/2021	1/07/2022
pw	\$1,533.74	\$1,579.75	\$1,627.14
ph	\$42.60	\$43.88	\$45.19

## APPENDIX 2 -ALLOWANCES

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

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

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

## APPENDIX 3 – RDO CALENDARS

### 2020 RDO CALENDAR

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

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

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

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

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



## 2021 RDO CALENDAR

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

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

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

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

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

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

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

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

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

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

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

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

QLD School Holidays
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## 2022 RDO CALENDAR

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

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

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

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

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

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

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

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

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

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

November						
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

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

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## 2023 RDO CALENDAR

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

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

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

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

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

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

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

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

September						
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

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

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

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Public Holidays
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Industry RDO's



## 2024 RDO CALENDAR

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

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

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

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

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

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

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

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

September						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

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

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

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

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



## APPENDIX 4 – IMPAIRMENT POLICY

### 1. PRINCIPLES

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- 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

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- 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

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

- 3.1 Training & Awareness
  - (a) Extensive research has shown training and awareness of impairment related issues provides the most effective means of behavioural change and encourages better decision making. The two types of training in accordance with this policy to do this are:
    - (i) Workplace Impairment Training (WIT) - all workers onsite will do this training;
    - (ii) Preliminary Impairment Assessment (PIA) - HSRs, delegates and the PC's safety staff will undertake this training.
- 3.2 Testing

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

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

#### 4. OBJECTIVES

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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

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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.**

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- 6.1 PC/Employer and Union shall agree on a policy start date.
- 6.2 Engagement of an agreed training and rehabilitation/treatment service providers.
- 6.3 Provision of on-going Workplace Impairment Training (WIT) and Preliminary Impairment Assessors training (PIA).
- 6.4 Ongoing promotion of this policy  

A purpose of the policy and procedure is to provide protocols and procedures for workplace alcohol and other drug testing that are evidence-based, consistent with best practice, comply with relevant Australian Standards, and contribute to workplace safety and worker wellbeing.
- 6.5 The following drug and alcohol testing programs will be adopted:
  - (a) Self-testing;
  - (b) Random Shift testing;
  - (c) For-cause testing;
  - (d) Post-incident testing;
  - (e) Reasonable concern testing;
  - (f) Testing of Minors.
- 6.6 Any employee who is assessed as being impaired shall be advised to contact the rehabilitation/treatment provider.
- 6.7 The employee will be permitted to access personal leave in the first instance and then take accrued personal leave entitlements for the period of time they are accessing the treatment provider.
- 6.8 With the endorsement/acceptance of the Impairment Policy the Principle Contractor (PC) will undertake to not pass the implementation and cost of drug and alcohol testing to its subcontractors.
- 6.9 It will also ensure compliance with this policy as follows:
  - (a) Subcontractors will be contractually required to comply with this procedure as a condition of contract/EBA;
  - (b) All direct employees of the PC as a condition of their employment must agree to adhere to the terms and conditions of the impairment policy.
- 6.10 Notwithstanding anything else contained in the policy, the costs of all testing contained within this policy shall be borne by the PC unless otherwise specified in this document.

## 7. DEFINITION OF A WORKER

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- 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

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- 8.1 The training provider shall be the Workplace Impairment Officer or other agreed provider between the Union and the PC/employer. Impairment awareness training sessions will be delivered to all workers (including principle contractor workers), sub-contractors and labour hire workers at least once every two years.
- 8.2 In addition to the below training course outlines, principal contractors will be required to develop a site specific information session to be delivered as part of the site induction outlining their Drug and Alcohol testing procedures for the site.
- 8.3 The below requirements will be audited on an annual basis. Requirements for an approved training provider:
- (a) Must have previous experience delivering Workplace Impairment Training;
  - (b) Must consult with professional organisations to develop all training courses;
  - (c) Must be able to demonstrate a continuous improvement plan for each training course.
- 8.4 Trainers must have the following qualifications:
- (a) Cert IV in WHS;
  - (b) Cert IV in Training and Assessing (TAE);
  - (c) Nationally Accredited Course in On-Site Drug and Alcohol Testing;
- 8.5 All training must be delivered Face to Face (F2F).
- 8.6 Workplace Impairment Training (WIT)
- (a) WIT course must be a minimum of (2) hours in length and must cover the following topics:
    - (i) Australian Workplace Health and Safety construction statistics;
    - (ii) Overview of the Workplace Health and Safety Act, state specific;
    - (iii) Mental Health - discussing at length stress, anxiety and depression;

- (iv) Fatigue - overview of causes and coping mechanisms;
- (v) Illness and Injury - management of illness and injury, legal requirements and rehabilitation process;
- (vi) Chemicals, Heat, Cold, and Noise and their abilities to cause impairment at work;
- (vii) Legal/Illegal Drugs and Alcohol - statistics on current usage, potential negative consequences to the workplace, workplace deaths and accidents associated with drug and alcohol use;
- (viii) Harm related to drug and alcohol use;
- (ix) Understanding what is a standard drink and how long this will stay in your system;
- (x) Detection rates for illegal drugs;
- (xi) Administering self-alcohol and drug tests;
- (xii) Information about EAP and the services they offer.

8.7 Preliminary Impairment Assessor (PIA)

- (a) PIA training must be a minimum of (4) hours in length and must cover the following topics:
  - (i) Understanding the signs of impairment;
  - (ii) Conflict resolution;
  - (iii) Skills to conduct an impairment Assessment;
  - (iv) Overview of what a PIA is;
  - (v) What are possible impairment factors;
  - (vi) Causes and symptoms of impairment;
  - (vii) Investigative skills.
- (b) Training is not to be conducted in a lunchroom, unless there are multiple lunchrooms on site and:
  - (i) the training session will not interfere with workers wanting to use the room for smoko or lunch; or
  - (ii) the training session will not be interfered with by workers wanting to use the room in general.

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

**9. TESTING METHODS**

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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

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- 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

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- 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 -**

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12.1 Code compliant workplaces -

On workplaces where the value of the Commonwealth’s contribution to the project that includes the building work is at least \$5,000,000, and represents at least 50% of the total construction project value or the Commonwealth’s contribution to the project that includes the building work is at least \$10,000,000 (irrespective of its proportion of the total construction project value) the following minimum testing requirements must be adhered to.

12.2 Alcohol - on the day of testing all workers onsite shall be required to submit a breath sample i.e. blanket testing.

12.3 Drugs -As a minimum, frequent periodic testing (at least once per month where required by law, at intervals required by the client or by mutual agreement by the PC/employer and the Union) of the workforce (both construction Workers and site office Workers) will be as follows:

- (a) where there are less than 30 Workers at a workplace – at least 10% of the workforce;
- (b) where there are 30 to 100 Workers at a workplace – a minimum of 5 Workers; and
- (c) where there are greater than 100 Workers at a workplace – a minimum of 10 Workers;
- (d) The frequency of testing and the number of workers selected shall be increased in line with the escalation below where test results meet the criteria indicated:

Number of Workers	Criteria	Action
Less than 30 workers at a workplace	Confirmed positive results in 2 consecutive tests at the same workplace	Testing of 20% of workforce
30-100 workers at a workplace	Confirmed positive results for 3 or more workers in 2 consecutive testing rounds at the same workplace	Testing of 10 workers
Greater than 100 workers	Confirmed positive results for 6 or more workers in 2 consecutive testing rounds at the same workplace	Testing of 20 workers

12.4 The increased testing requirements shall continue until no Confirmed Positive test results are recorded for 2 consecutive testing periods.

## 12.5 Other jobs

On jobsites/workplaces where there is no Commonwealth contribution testing frequency will be agreed upon by mutual consent by the PC/Employer and the Union. Testing requirements will remain the same for all jobsites i.e. blanket alcohol and code requirements for drug testing.

## 13. PRESCRIBED MEDICATIONS

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- 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

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- 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

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- 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

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### 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;
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- (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 imperative that the PC/Employer and the Union do not know on what day, or at what time the Authorised Testing Agent will conduct the tests;
- (b) It is a condition of entry for all Workers at any workplace to comply with any request to participate in random Drug and Alcohol testing as a condition of employment or contract. This means that all Workers attending or seeking to attend a workplace will be eligible for testing;
- (c) Testing for Alcohol or other Drugs for Workers shall be mandatory and will be undertaken at any time throughout the Worker's hours of work (including overtime) or at any time whilst at the workplace;
- (d) Individual Workers will be selected for drug testing using a simple random selection process. A random draw will be conducted using an Authorised Testing Agent independent software to randomise the selection of Workers for testing;
- (e) The random selection process includes the selection of Workers from across the entire workplace subject to the testing;
- (f) A Worker selected for testing will be required to present themselves for testing within a reasonable time. Random shift testing shall be conducted in a room which provides for privacy for the selected worker during testing; the requirements for this room are outlined in the Room Requirements section of this policy.

#### 16.3 For Cause Testing

- (a) An employer/supervisor may only request an employee to undertake for cause testing if:
  - (i) The employee has been involved in an accident or incident, or had the potential to, cause:
  - (ii) serious and major damage to mobile plant or property; or
  - (iii) an injury to themselves or other individual(s);or
  - (iv) Participation in a relevant and specific industry focus area when the worker is undertaking High Risk Work as identified by the employer and consistent with OHS legislation. Workers will be selected for testing using a random selection process nominated by the employer following a consultation process in line with OHS legislation.

#### 16.4 Post Incident Testing

- (a) After the occurrence of a significant incident/event at a workplace, all Workers involved in the incident may be required to undergo an initial Drug and Alcohol test.
- (b) Where a Worker(s) is to be tested following a significant incident/event they shall be supervised by an Employer Representative and Employee Representative continually from the time of the incident until they have completed all testing required.
- (c) Post Incident Testing will be conducted as soon as practical after the incident/event and when it is safe to do so.
- (d) An injured Worker who requires immediate medical attention may only be tested when it is appropriate and safe to do so. This will be determined by the Construction Manager, the HSR, Delegate and the relevant PIA in consultation with the attending medical practitioner. In such cases, where testing can be conducted while under medical care, a saliva testing process will be used.

#### 16.5 Reasonable Concern Testing

- (a) An employer may only request an employee to undertake reasonable concern testing if the following criteria are met:
  - (i) An observable phenomena occurs, which is:
    - the direct observation of the employee of use of, and/or the physical behavioural symptoms of being impaired by, alcohol; and/or
    - Unusual and/or inexplicable actions by the employee; or
  - (ii) There is evidence that the employee is involved in the use or possession of alcohol and/or other drugs while working; or
  - (iii) The employee has breached safety precautions or procedures.

#### 16.6 Testing of Minors

- (a) A letter of consent contained within the work experience and student placement procedure shall be signed by the parent or guardian of any worker who is a minor seeking to access a workplace where the Impairment Policy is in place, as a condition of entry to that workplace. Alternatively, an equivalent letter signed by the parent or guardian can be provided through the minor's employer/host employer.
- (b) Where a minor is selected for testing and:
  - (i) A letter of consent is held, then the provisions of this procedure shall apply; or
  - (ii) Where a letter of consent is not held, every effort will be made to contact the minor's parents/guardians to get verbal consent to participate in the testing procedure. If consent is given then the normal testing procedures will apply, if contact cannot be made and/or consent is not given then the minor will be excluded from any high risk activities or potentially excluded from site until consent is given.

### 17. REFUSAL TO TEST

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- 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

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- 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

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- 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**

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- 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**

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- 21.1 Drug and Alcohol testing results shall remain confidential and will only be used for the purpose of compliance with this Procedure in the manner required by the Privacy Act 1988 (Cth). Any information provided or declared by a Worker regarding:
- (a) Prescribed Drug and Pharmacy Only Drug consumed;
  - (b) Medical conditions or the like;
  - (c) Their proposed return to the workplace following exclusion by this procedure;
- 21.2 Will also remain confidential and managed in accordance with the Privacy Act 1988 (Cth). Similarly, where a Worker supplies information regarding the use, sale or supply of Drugs or Alcohol at a workplace, unless the Worker otherwise agrees or as otherwise required by law, the Worker's identity will be kept confidential.
- 21.3 All Positive Results Confirmatory Test will be maintained on the relevant Worker's personnel records located at the workplace.
- 21.4 Protections from Worker Deoxyribonucleic Acid (DNA) misuse
- 21.5 Workers selected for testing shall have their personal DNA protected by:
- (a) In the case of unintended collection of a Worker's DNA during the collection of an oral saliva sample for an initial test, by the worker being offered the used collection cartridge upon completion of the initial test.
  - (b) In the case of unintended collection of a Workers DNA during the collection of an oral saliva sample for testing at a NATA approved laboratory for an initial Non Negative Result Initial Test, by ensuring that the documentation that accompanies the collection cartridge to the NATA approved laboratory does not include the workers name or address but contains only that information sufficient to comply with AS4760 e.g. test report number and date of birth.
- 21.6 These protections will be notified to Workers during training.

## 22. CONSULTATION

---

- 22.1 If a party believes that an amendment to the impairment policy is required, they shall request and organise a consultation meeting involving the Employer, the Union and any other relevant stakeholders.
- 22.2 The attendees shall seek to reach agreement on any proposed amendments.
- 22.3 No amendments shall be implemented unless agreement is reached by the Employer, the Union and the relevant stakeholders.
- 22.4 Employment Assistance Program (EAP)
- 22.5 The Employment Assistance Program (EAP) is an agreed independent, professional and confidential service that aims to provide employees with assistance when affected by personal or job related problems.
- 22.6 To have a successful Impairment Policy at the workplace, the Policy must address how those at the workplace, including employees of the principal contractor, subcontractors and their employees and others, will be required to comply with the Impairment Policy.
- 22.7 The below requirements will be audited on an annual basis of the employer:
- (a) Must be able to provide EAP support in all States, Territories and regional areas of Australia;
  - (b) Must outline in their Impairment Policy how workers who attend for work affected by drugs or alcohol will be counselled and assisted, apart from any disciplinary process that might apply;
  - (c) Must have a memorandum of understanding (MOU) with relevant stakeholders within treatment support areas;
  - (d) Provide support for their workers and their immediate families;
  - (e) Must be able to provide treatment services which must include the following:
    - (i) General counselling;
    - (ii) Drug and Alcohol counselling;
    - (iii) Drug and Alcohol detoxification services;
    - (iv) Drug and Alcohol rehabilitation services;
    - (v) Case Management services;
    - (vi) Psychology services;
  - (f) Must have a history of delivering support services to the Building and Construction Industry
  - (g) Must be able to develop and implement a plan to promote the impairment policy within the workplace

## 23. ADDENDUM

---

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

## APPENDIX 6 – RDO NOTIFICATION FORM

Notification pursuant to clause 36.8(c) above to Work on Scheduled RDO

Date: \_\_\_\_\_

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

### Manager Contact Details

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

### Tick the appropriate Box

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

### Reason/s for work on scheduled RDO (as per clause 32 of the Agreement)

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

### Explanation of ground/s listed above:

**APPENDIX 7 – AUDIT FORM**

EMPLOYER NAME: \_\_\_\_\_  
ABN NUMBER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PRINCIPAL NAME: \_\_\_\_\_  
PRINCIPAL TITLE: \_\_\_\_\_  
WORKCOVER POLICY NUMBER: \_\_\_\_\_  
Number of personnel: \_\_\_\_\_  
Overtime 1½x \_\_\_\_\_  
Overtime 2x \_\_\_\_\_  
Base Hourly Rate \_\_\_\_\_  
Fares & Travel \_\_\_\_\_  
CBUS/BUSS(Q):            Yes            No  
BERT:                    Yes            No  
BEWT:                    Yes            No  
CIPQ:                    Yes            No  
RDO Accrual:            Yes            No  
Annual Leave:            Yes            No  
Sick Leave:              Yes            No  
PSLS:                    Yes            No  
Group Tax:               Yes            No

STATUTORY DECLARATION BY PRINCIPAL: I hereby state that the Employer has paid all of its entitlements and legal obligations in accordance with the appropriate industrial instrument.

..... PRINCIPAL

AUTHORISED BY CPA/INSTITUTE OF CHARTERED ACCOUNTANTS

EMPLOYER NAME:

NAME OF ACCOUNTANT:

REGISTRATION DETAILS

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

..... CERTIFIED PRACTISING ACCOUNTANT

**APPENDIX 8 - ENDORSEMENT OF THE AGREEMENT**


Signed for and on behalf of **Rosenlund Contractors Pty Ltd (ABN 65067972034)**

I, Ryan Rosenlund, Manager of Rosenlund Contractors Pty Ltd am authorised to sign the Agreement on behalf of **Rosenlund Contractors Pty Ltd**:

  
\_\_\_\_\_  
**SIGN NAME**

45 Wentworth Place, BANYO, QLD, 4014  
\_\_\_\_\_  
**ADDRESS**

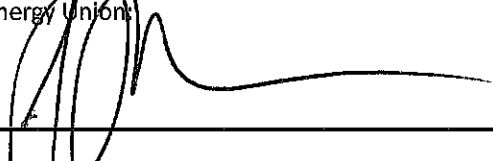
06.10.2022  
\_\_\_\_\_  
**DATE**

**IN THE PRESENCE OF**  
  
\_\_\_\_\_  
**WITNESS SIGNATURE**

Emma Eaves  
\_\_\_\_\_  
**WITNESS NAME**


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

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

06.  
  
\_\_\_\_\_  
**SIGN NAME**

06.10.2022  
\_\_\_\_\_  
**DATE**

16 Campbell Street, Bowen Hills, Qld, 4006  
\_\_\_\_\_  
**ADDRESS**

**IN THE PRESENCE OF**  
  
\_\_\_\_\_  
**WITNESS SIGNATURE**

Emma Eaves  
\_\_\_\_\_  
**PRINT NAME**

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## PART 1 ADMINISTRATION

### 1. TITLE

---

- 1.1 This agreement is known as the Reo-Tek QLD Pty Ltd and CFMEU Union Collective Agreement 2023–2027 (the Agreement).

### 2. DEFINITIONS

---

The following definitions shall apply to this Agreement:

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

**Award** means the Building and Construction General On-site Award 2020, Mobile Crane Hiring Award 2020. Each as amended from time to time.

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

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

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

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

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

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

**CIPS** means Construction Income Protection Scheme.

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

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

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

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

**Employer** means Reo-Tek QLD Pty Ltd (ABN 16656596422), 12 Glasford Street, WISHART, QLD, 4122

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

**FWC** means the Fair Work Commission.

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

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

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

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

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

**QIRC** means Queensland Industrial Relations Commission.

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

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

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

**SGL** means Superannuation Guarantee Levy.

**Sham Contracting** is where an employment relationship is disguised as a contracting relationship and if the work can be performed under this agreement, then it must be performed under this agreement and any other arrangement shall be considered sham contracting for the purposes of this agreement, and subject to the penalties contained in clause 49 of this agreement.

**Shiftwork** shall be defined as per clause 38.12.

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

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

- (a) Having had not less than 12 months' on-the-job experience of such skilled work, and
- (b) Having, by satisfactory completion of a prescribed post trade course, or other approved course, or the achievement of knowledge and competency by other means including the on-the-job experience, as will enable the tradesperson to perform such work unsupervised where necessary and practical, to the required standard of expertise/skill.

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

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

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

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

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

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

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

### **3. DATE OF OPERATION**

---

- 3.1 This Agreement remains in force 4 years from certification date. The agreement will continue to apply beyond its expiration date until it is replaced in accordance with the FW Act.

### **4. APPLICATION OF AGREEMENT**

---

- 4.1 This Agreement applies to:
- (a) Reo-Tek QLD Pty Ltd (the Employer)
  - (b) the CFMEU (the Union)
  - (c) all Employees of the Employer engaged in construction work and for whom classifications and rates of pay are provided by this Agreement (the Employee).

Collectively known as Parties

- 4.2 This Agreement only applies to work done in Queensland or Northern Territory and to work temporarily done outside Queensland or Northern Territory by Employees who are based in Queensland or Northern Territory, except where employees are covered by a subsequent Greenfields agreement made under s.182(3) of the Fair Work Act 2009 (Cth) and approved by the Fair Work Commission.
- 4.3 Associated Entity
- (a) In accordance with Division 2 of Part 2-8 of the Fair Work Act, where an Employee transfers to an Associated Entity of the Employer and performs the same work or substantially the same work for the Associated Entity of the Employer, the Agreement will continue to cover the Employee.
  - (b) For clarity, this clause does not apply to a circumstance where an Employee commences employment with the associated entity more than 3 months after the Employee ceases working for the Employer.

### **5. PARTIES BOUND AND COVERED**

---

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

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

---

- 6.1 This Agreement is intended to be interpreted in conjunction with the Building and Construction General On-Site Award 2020, Mobile Crane Hiring Award 2020, and the terms of the Workplace Impairment Policy and Procedures in APPENDIX 4.
- 6.2 Where this Agreement is silent, the terms of the above documents as amended from time to time during their life, apply. Where there is conflict between a term of this Agreement and a term of the above documents, or a conflict between two terms of this Agreement, the higher wage outcome or other outcome more favorable to the Employee will apply.

### **7. OBJECTIVES OF THE AGREEMENT**

---

- 7.1 The parties agree that key objectives of this agreement are to provide terms and conditions of employment commensurate with the challenges associated with working in the construction industry and which promote safe working conditions a functional work/life balance and a comfortable standard of living, whilst also providing a framework that seeks to maximise productivity minimised last time through genuine communication consultation collaboration and a sensible and practical application of terms contained in this agreement.

## 8. INCLUSION

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

### First Nations People

- 8.2 The Parties recognise there is a significant population of First Nations People within Queensland and the Northern Territory. The Employer shall use best endeavors to employ a minimum of 5% of its total workforce who identify as First Nations People.
- 8.3 The Employer will ensure that cultural awareness forms part of the induction process to ensure that all workers are made aware of the history and spiritual connection that traditional owners have with each area where work takes place.
- 8.4 First Nations people will be entitled cultural and ceremonial leave as per clause 8.6 below.
- 8.5 A cultural ceremony will be arranged on each project with the relevant traditional custodians of the land on which the project is being built. The particulars of which will be determined through consultation with the relevant traditional custodians and should also consider project site and location but shall take place not later than when the number of onsite workers reaches 50. Consultation shall also deal with subsequent cultural events onsite depending on the makeup and constitution of the project and advice from the relevant traditional custodians. This shall form part of the Employers commitment to the principles of social, restorative justice and cultural affirmation.
- 8.6 The Employer will also implement policies that ensure:
- (a) access to personal leave for participation in cultural and ceremonial activities
  - (b) skill and career development opportunities for First Nations Employees
  - (c) the development of retention and promotion for First Nations Employees.
- 8.7 Where the workplace is a construction site, the Employer's obligations in 8.2 and 8.3 will be deemed to have been met, if provided by the principal contractor on the site.

### Women in the Industry

- 8.8 Parties respect equal employment opportunities and it is recognised the demographic of the construction industry could be more diverse. To that end, the Parties support the promotion of women into the industry and shall discuss means to achieve this objective including ways to encourage and assist women to seek and maintain employment in the construction industry. The 5-day work week and Job-Sharing initiatives contained in this agreement are examples of this.
- 8.9 At a minimum, female toilets with sanitary bins shall be provided at all workplaces. In determining the location of the amenities, the Employer must consider the most appropriate balance of privacy, safety and security. This will be done under consultation with the safety committee.
- 8.10 The parties recognise the right of women to feel safe at work. Sexual harassment, intimidation, ostracism, or any other unacceptable behavior will not be tolerated. Any such behavior will be thoroughly investigated. Breaches of this clause will involve disciplinary action up to and including termination of employment.

### Mature Age Workers

- 8.11 The parties recognise that a lifetime in the construction industry can take its toll on a person's wellbeing. Wherever possible, the Employer shall implement measures to encourage the

retention of older employees. To the extent possible, this includes (but is not limited to) the preservation of jobs such as hoist operators, traffic controllers and peggies for workers over the age of 50.

## **PART 2 DISPUTE RESOLUTION AND CONSULTATION**

### **9. DISPUTES SETTLEMENT PROCEDURE**

---

- 9.1 A major objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances. Disputes over any work related or industrial matter (including a dispute about whether a workplace right has been breached) or any matters arising out of the operation of the Agreement or incidental to the operation of the Agreement should be dealt with as close to its source as possible. Disputes over matters arising from this Agreement (or any other dispute related to the employment relationship or the NES, including subsections 65(5) or 76(4) of the Fair Work Act) shall be dealt with according to the following procedure.
- 9.2 The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.
- 9.3 All Employees have the right to appoint a representative in relation to a dispute. It is the express priority of all Parties to attempt to settle a dispute at the workplace level at first instance.
- 9.4 In the event of any work-related grievance arising between the Employer and an Employee or Employees, the matter shall be dealt with in the following manner:
- (a) The matter shall be first submitted by the Employee/s or his/her job delegate/ employee representative or other representative, to the site foreperson/supervisor or the other appropriate site representative of the Employer and if not settled, to a more senior representative of the Employer.
  - (b) Alternatively, the Employer may submit an issue to the Employee/s who may seek the assistance and involvement of the job delegate/employee representative or other representative.
  - (c) If still not resolved, there may be discussions between the relevant Union official (if requested by the employee/s), or another representative of the employee, and senior representative of the Employer.
  - (d) Should the matter remain unresolved, either of the parties or their representative shall refer the dispute at first instance to FWC for review. FWC may exercise conciliation and/or arbitration powers in such review.
- 9.5 This procedure shall be followed in good faith without unreasonable delay.
- 9.6 If any party fails or refuses to follow any step of this procedure the non-breaching party will not be obligated to continue through the remaining steps of the procedure and may immediately seek relief by application to FWC.
- 9.7 Any resolution of a dispute under this clause by the FWC will not be inconsistent with legislative obligations or any other applicable Codes or Regulations.

### **10. CONSULTATION**

---

- 10.1 Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the life of a Project.
- 10.2 Consultative Committees may be set up for this purpose.

#### **Consultation about major workplace change**

- 10.3 If the Employer is considering making a decision, and prior to the decision being made, to introduce a major workplace change that is likely to have a Significant Effect on a number of Employees, the Employer must notify those Employee(s) and the Union.
- 10.4 As soon as practicable and prior to implementation, the Employer must discuss with the Employees and the Union the introduction of the change; and the effect the change is likely to have on the employees. The Employer must discuss measures to avert or mitigate the adverse effect of the change on the Employees.
- 10.5 For the purposes of the discussion the Employer will provide the Employees, the Union and/or their nominated representative/s in writing:
- (a) All relevant information about the change including the nature of the change proposed
  - (b) Information about the expected effects of the change on the Employees; and
  - (c) Any other matters likely to affect the Employees.
- 10.6 However, the Employer is not required to disclose confidential or commercially sensitive information.
- 10.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the Employees and the Union.
- 10.8 "**Significant Effect**" under clause 10.3 above includes termination of employment (including redundancy), major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; changes to safety and/or management systems, any changes to employment practices that result in privacy concerns for employees such as implementation of electronic inductions and/or access systems; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

#### **Consultation about changes to rosters or hours of work**

- 10.9 Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with those Employee(s) and the Union about the proposed change.
- 10.10 As soon as practicable after proposing to introduce the change, the Employer must:
- (a) discuss with the relevant Employees and the Union the introduction of the change; and
  - (b) provide to the Employees, there Union and/or their representatives details of the following in writing:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - (c) Invite the Employee(s) and the Union, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities) and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and their Union.
  - (d) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

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

## **PART 3 SAFETY**

### **11. PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS**

---

- 11.1 The Employer, the Employees and the Union agree that for the purposes of s. 81 of the WHS Act matters about work health and safety arising at the workplace shall be resolved in accordance with this procedure.
- 11.2 The Parties agree that for the purposes of this procedure and s. 81(3) of the WHS Act the following persons shall be the representatives of the following parties:
- (a) the Principal Contractor (as defined in the WHS Act) - Site Manager or any other person nominated by the Principal Contractor
  - (b) the Employers - the Site Manager or any other person nominated by the Employer(s)
  - (c) The Employees - the Union or other representatives.
- (Collectively referred to as "Nominated Parties")
- 11.3 The Nominated Parties agree that representatives shall be entitled to:
- (a) inspect any work system, plant, substance, structure, or other thing relevant to resolving the issue
  - (b) consult with relevant Employees in relation to resolving the issue
  - (c) consult with the relevant PCBU (as defined in the WHS Act) about resolving the issue
  - (d) inspect and take copies of any document that is directly relevant to resolving the issue; and
  - (e) advise any person whom the representative reasonably believes to be exposed to a serious risk to his or her health and safety, emanating from an immediate and imminent exposure to a hazard of that risk.
- 11.4 The Nominated Parties and/or their representatives may commence the procedure by informing, either by themselves or their representative, the other Parties and/or representatives that:
- (a) there is an issue to be resolved; and
  - (b) the nature and scope of the issue.
- 11.5 As soon as the Parties and/or their representatives are informed of the issue, the Nominated Parties and/or their representatives must meet or communicate with each other to attempt to resolve the issue.
- 11.6 The Nominated Parties and/or their representatives must have regard to all relevant matters including:
- (a) the degree and imminent risk to the Employees or other persons affected by the issue.
  - (b) the number and location of Employees and other persons affected by the issue.
  - (c) the measures both temporary and permanent that must be implemented to resolve the issue.
  - (d) who will be responsible for implementing the resolution measures.
  - (e) whether the hazard or risk can be isolated; and
  - (f) the time that may elapse before the hazard or risk is permanently corrected.

- 11.7 Once the issue is resolved details of the issue and its resolution must be set out in writing with all Nominated Parties and/or their representatives to be satisfied that the agreement reflects the resolution of the issue with a copy given to all Nominated Parties and/or their representatives to the issue. The issue, once resolved, shall be recorded in the next safety committee meeting minutes with the agreed resolution.
- 11.8 The Nominated Parties and/or their representatives must make reasonable efforts to achieve a timely and final resolution of the issue. If within a reasonable time there is still no resolution, any of the Nominated Parties attempting to resolve the issue may then ask Work Health and Safety Queensland, and/or the QBCC, where applicable, to arrange for an inspector to attend the workplace to assist in resolving the issue.
- 11.9 Direction to cease work
- (a) If -
- (i) an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of the Employer; and
  - (ii) the issue concerns work which involves an immediate threat to the health or safety of any person; and
  - (iii) given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 11.7 above
- (b) the Employer and/or the health and safety representative for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease.
- (c) During any period for which work has ceased in accordance with such a direction, the Employer may assign any Employees whose work is affected to suitable and safe alternative work.
- 11.10 Fundamental to this process is a standing invitation for Union representatives to attend site to assist with all matters relating to health and safety.
- 11.11 Employees are not required to work in circumstances where the employee or a Union representative reasonably believes a safety law is being, or will be, contravened. Consultation between the relevant parties will occur throughout this procedure including with senior representatives of the Employer and the Union.

## **12. HEALTH AND SAFETY REPRESENTATIVES**

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- 12.1 The Employer and its Employees will comply with Part 5 of the WHS Act – Consultation, representation and participation in relation to the establishment of a health and safety committee.
- 12.2 A standing invitation will exist for the Union to assist in the voting up of Health and Safety Representatives and the forming of safety committees. Health and safety representative/s (HSR) shall be elected by the Employees on the job, via a show of hands vote conducted by a representative of the Union and shall be subject to recall by a similar process.
- 12.3 Parties covered by this Agreement recognise the important role of HSRs. The HSRs have a key role in the early intervention in health and safety issues under this Agreement.
- 12.4 The HSRs shall be allowed to consult with the PCBUs, Unions, principal contractor or persons acting on his/her behalf, on matters directly concerned with the safety of workers, and promote the safe conduct of work generally.

### 13. HEALTH AND SAFETY REPRESENTATIVE MEETINGS

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- 13.1 A health and safety representative will be allowed reasonable paid time during working hours to attend occupational health and safety matters, including meetings affecting employees they represent, providing that the Representative informs their manager.

### 14. HOT WEATHER GUIDELINES

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- 14.1 Under this Agreement when air temperature reaches:
- (a) 35°C; or
  - (b) 29°C and 75% humidity or more after three hours from commencement of each trades shift in southeast Queensland, it shall constitute inclement weather (Extreme Hot Weather).
- 14.2 This definition will be subject to review in other regions. This clause 14 must be incorporated in the Employer's OHS Procedures for all applicable Projects.
- 14.3 Before finishing work, Employees must be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, Site manager, and HSRs. This will allow preparation for works to be modified to reduce this category of heat exposure in accordance with clause 14.1. For forecasting, planning and guidance the Bureau of Meteorology (BOM) shall be used for weather observations. Monitoring heat on the day will be done with a calibrated wet bulb thermometer.
- 14.4 When Extreme Hot Weather is forecasted for the following day, the Employer's Site Manager, WHS Committee and WHS Representatives will consult and determine what actions are to be taken to reduce exposure and modify the program and/or workload prior to the Extreme Hot Weather, which may include:
- (a) rescheduling work so that certain tasks are performed during the cooler part of the day, or on another day
  - (b) reducing the time spent doing hot tasks (for example, by job rotation)
  - (c) arranging for more workers to do the job
  - (d) providing extra rest breaks in a cool area
  - (e) providing cool drinking water and ice (machines) near the work site
  - (f) increasing air movement by fans or coolers
  - (g) installing shade cloth to reduce radiant heat from the sun
  - (h) consideration must be given to working an eight-hour day.
- 14.5 Once the temperature reaches extreme levels, as defined in clause 14.1 the following process will be followed:
- (a) Where the temperature reaches 35°C, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the program and workload as described in clause 14.4.
  - (b) where the temperature is 29°C and 75% humidity or more after three hours from the commencement of a shift, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the program and/or workload as described in clause 14.4.
- 14.6 If there are areas of the workplace that are below any Extreme Hot Weather, work shall continue as normal in those areas. Employees unable to work elsewhere may be transferred to these areas below the extreme levels if work is available. Employees may walk a reasonable distance through areas effected by extreme hot weather to and from amenities, provided it does not pose an imminent risk to their health or safety. The primary objective is to ensure that

there is no reasonable concern for an Employee undertaking work of an imminent risk to their health or safety.

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

## 15. AIR QUALITY PROCEDURE

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### Definitions

#### Acceptable Air Quality

- 15.1 Air Quality Index (AQI) is categorized as good to extremely poor by the Queensland Department of Environment and Science.
- 15.2 PM2.5 are tiny particles in the air that reduce visibility and cause air to appear hazy when levels are elevated. They can be carcinogenic, as advised by the World Health Organisation. Where possible, PM2.5 readings shall be the preferred test for acceptable air quality.

#### Measuring of air quality

- 15.3 Measuring of air quality will be done through either of the following, in agreement between the parties:
- (a) The Department of Environment and Science web site ([des.qld.gov.au](http://des.qld.gov.au)) using the closest station to the work site (see instruction below).
- (i) Click on environment.
  - (ii) Go to Our Environment and click on air.
  - (iii) Click on live air data.
  - (iv) Scroll down and view closest Station to the job site.
  - (v) Refer to Air Quality Procedure (15.9 below).
- (b) Where site-based monitoring is undertaken it shall take precedence over measurements from The Department of Environment and Science web site. Devices shall be certified to the Australian Standards AS3580 and operated by a competent person (e.g. occupational hygiene technician).

#### Bushfire smoke

- 15.4 Bushfire smoke is a mixture of different-sized particles, water vapor and gases, including carbon monoxide, carbon dioxide and nitrogen oxides. During bushfires and similar events, large amounts of finer particles are released that are small enough to breathe deep into the lungs and can cause adverse health effects. These chemicals are known "Cancer Causing Agents".
- 15.5 During bushfires and similar events, the Employer must verify that their work area is within a safe range for air quality as defined by the Queensland Department of Environment and Science.

#### Air Quality Procedure

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

- 15.7 After three consecutive hours of POOR air quality above 50µG per/m<sup>3</sup>, there will be an orderly cessation of work and preparation for safe completion of critical tasks. Unaffected work areas will be monitored and continue without disruption.
- 15.8 Once the air quality index reaches 75µG per/m<sup>3</sup> there will be an immediate cessation of work with only safe completion of critical tasks allowable. Unaffected work areas will be monitored and continue without disruption.
- 15.9 Inclement weather provisions of the Award shall be invoked. To be clear, all the provisions contained in clause 24 of the Award shall apply in instances of poor air quality, including 24.14.
- 15.10 All air quality related incidents are to be reported to the employer, site safety coordinator, WHS Committee and any relevant employee representative`s immediately.

#### **Fit testing**

- 15.11 The accepted method of fit testing of RPE is Quantitative fit testing.
  - (a) Quantitative fit testing will only be done with reusable half face RPE. It is an essential step in the RPE selection process and allows a PCBU to determine if the specific make and model of RPE is a suitable size, fit and comfort for the worker who is going to use it..
  - (b) Quantitative fit-testing is a much more effective way to fit-test RPE, as it doesn't depend on tasting or smelling a test agent. For this reason, the PCBU must make sure quantitative fit-testing is used for all RPE.

## **16. INCLEMENT WEATHER**

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- 16.1 The parties are committed to working together to minimize the impact of inclement weather. The employer will ensure reasonable allowance is included in contracts taking into account historic weather conditions and forecast rainfall.
- 16.2 Inclement weather means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme heat (as defined in clause 14), poor air quality (as defined in clause 15), or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions.
- 16.3 The employer or its representative, when requested by the employees or their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the conditions referred to in clause 16.2 apply.
- 16.4 The time work stops due to inclement weather and the resumption of work after a period of inclement weather has ended will be recorded by the employer.
- 16.5 When inclement weather conditions exist, an affected employee is not required to start or continue to work where it is unreasonable or unsafe to do so. In cases where emergency work is required or it is necessary to complete a concrete pour already commenced to a practical stage, work may occur or continue provided that such work does not give rise to a reasonable concern on the part of an employee undertaking the work of an imminent risk to their health or safety.
- 16.6 Where emergency work or a concrete pour is completed in accordance with clause 16.5, work will be paid at the rate of 200% of the ordinary hourly rate calculated to the next hour, and in the case of wet weather, the employee will be provided with adequate wet weather gear. If an employee's clothes become wet as a result of working in the rain the employee will be allowed to go home for the remainder of the day without loss of pay.
- 16.7 Where an employee is not able to perform any work at any location because of inclement weather, the employee will receive payment at the ordinary hourly rate for ordinary hours.

Payment for time lost due to inclement weather is subject to a maximum of 32 hours pay in any 4-week period for each employee. Payment is subject to adherence to the terms of clause 16.

- 16.8 An employee working on a Job Share arrangement pursuant to clause 30—Job Share, that is affected by inclement weather, will be entitled to payment from the 32-hour inclement weather bank on a pro rata basis.
- 16.9 Employees accumulated inclement weather bank shall not be deducted whilst they remain on site.
- 16.10 Inclement weather occurring during overtime will not be taken into account for the purposes of clause 16 and employees will not be entitled to any payment for stoppages because of inclement weather that occurs outside of ordinary hours.
- 16.11 Employees on a portion of a site not affected by inclement weather must continue to work even though employees working on other areas of the site may have stopped work because of inclement weather.
- 16.12 Subject to the availability of alternative work in an employee’s classification, an employer may require employees to transfer:
- (a) from a location on a site where it is unreasonable and/or unsafe to work because of inclement weather, to another area on the same site, where it is reasonable and safe to work; and/or
  - (b) from a site where it is unreasonable and/or unsafe to work because of inclement weather, to another site, where it is reasonable and safe to work, and where the employer, where necessary, provides transport.

#### **Inclement weather procedure**

- 16.13 Remaining on site where, because of inclement weather, the employees are prevented from working:
- (a) for more than an accumulated total of 4 hours of ordinary time in any one day; or
  - (b) after the main meal break, for more than half of the ordinary work time; or
  - (c) during the final 2 hours of the normal workday for more than an accumulated total of one hour;

the employer will not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances, where genuine training has been agreed in writing between the parties, then the course maybe completed in extraordinary circumstances.

#### **Rain at Starting Time**

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

## Dewatering

- 16.16 All sites will develop a Dewatering Plan through consultation with the Union, HSRs, Safety Committee and the site Contractors.
- 16.17 This plan will:
- (a) Outline appropriate dewatering strategies, hydraulic engineering solutions and Dewatering Crew requirements
  - (b) Require relevant HSR`s to assess the areas in a staged sequence giving priority to accessways
  - (c) Commence dewatering activities and open areas progressively once dewatering is complete
  - (d) Including staggered meal breaks of the Dewatering Crew and Safety Committee
  - (e) Outline minimum requirements of PPE and dewatering tools/equipment
  - (f) The Dewatering plan will be reviewed and updated on a reasonable basis depending on job type, size, constitution etc.
  - (g) Plans for work activities (including agreed training) to take place in dry areas during periods of inclement weather
- 16.18 All Contractors will supply adequate manpower for the site Dewatering Crew as per the Dewatering Plan.
- 16.19 Mitigation strategies such as the following should be considered where reasonably practicable;
- (a) falls to slabs which are exposed to elements for extended periods of time
  - (b) additional drainage outlets to slabs
  - (c) integrated into jump or standalone retractable roof over stair/lift cores
- 16.20 Employees on the Dewatering Crew will remain on site in the instances the rest of the site has gone home only for the purpose of dewatering the site to maximise the potential for the site to be reopened the following day. These employees will be paid a disability allowance of double time for all hours worked once the site has gone home.

## 17. ADDITIONAL OCCUPATIONAL HEALTH AND SAFETY MATTERS

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### Personal Protective Equipment

- 17.1 The following clothing will be supplied to all Employees after consultation with Delegate. The employer shall provide clothing and Personal Protective Equipment that is suitable, fit for purpose and manages risk relative to the task at hand (no later than 1 month after commencement). Employees when working on site are required to wear all footwear and clothing supplied. The issue will be:
- (a) 1 pair of safety boots (if the Employee buys such boots, the Employer will reimburse the Employee up to \$225.00 upon producing of a purchase receipt): and
  - (b) 5 sets of shirts and shorts/trousers, overalls or bib and brace overalls, or any combination as agreed: and
  - (c) 1 high visibility winter jacket.
- 17.2 The abovementioned items will be replaced on a fair wear-and-tear basis. Where an Employee has not sought replacement of any of the abovementioned items on a fair wear- and-tear basis within twelve months from the date of issue, then that Employee will be entitled to a re-issue of the items at the completion of those twelve months.

- 17.3 All items will comply with the relevant Australian Standards. The clothing selected will need to be breathable, be light weight, UV stable, have a high visibility quality, and have the maximum UPF rating. The Employer undertakes to source Australian made clothing and equipment, in so far as it is possible.
- 17.4 No agreement to pay cash in lieu of supply of clothing/footwear is permitted.
- 17.5 When the Employer requires an Employee to wear spectacles with toughened glass lenses the Employer will pay the cost of the toughening process.

#### **Workplace Impairment Policy**

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

#### **18. CRANE CREW**

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- 18.1 The crane crew for each crane must consist of at least the following:
- (a) A crane driver; and
  - (b) A Dogman/stand-by driver; and
  - (c) A Dogman.
- 18.2 The Dogman/stand-by driver will be paid at the same rate as the driver for all hours worked.
- 18.3 From 1/7/2025 the entire crew on a tower crane shall be paid at the CW7 rate.

#### **PART 4 EMPLOYMENT**

#### **19. SECURITY OF PERSONAL INFORMATION**

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- 19.1 For this clause “personal information” has the meaning given to it in the Privacy Act 1988 (Cth).
- 19.2 The company undertakes not to pass on or sell Employees’ personal information either directly or indirectly (e.g. contractual arrangements with clients), except to comply with a specific direction from a government authority or a request from a party to this agreement (e.g. time and wages information). To the extent allowable by law, all requests for the Company to provide personal information shall be notified to the Union and genuine consultation shall occur between the parties to this agreement. The company commits to minimise the extent of employee information held in order to meet its legal and employment relationship requirements.

#### **20. SITE ACCESS SYSTEMS AND INDUCTIONS**

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- 20.1 Site access systems shall be agreed between the Parties.
- 20.2 The particular type of site access system to be installed will be reviewed for each project having regard to client requirements, the project’s hours of work, work force numbers and available technology in order to alleviate ‘bottle necks’ and inconvenience to workers in its operations.
- 20.3 The Company will comply with the Australian Privacy Principles in the Privacy Act 1988 (Cth) in relation to any personal information (for the purpose of this clause “personal information” has the meaning given to it in the Privacy Act 1988 (Cth)) they hold in relation to Employees.
- 20.4 The Company undertakes that, to ensure the highest level of compliance with Health and Safety legislation, all inductions shall be conducted “face to face” and on the job. Further, all inductions shall include site specific hazards and requirements for each project. Industry specific inductions that cannot be conducted onsite and are required by law (such as General Construction Induction, or Rail Industry Safety Induction etc) are excluded from the operation of this clause.

- 20.5 As part of the induction process Union Delegates will be afforded an opportunity to speak to new Inductees about the benefits of union membership and other Union business as the Delegate deems necessary.
- 20.6 Employees must not be required to use personal electronic devices, without agreement between the parties.

## 21. **TOOLBOX MEETINGS**

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

## 22. **CONTRACT OF EMPLOYMENT**

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- 22.1 At the point of engagement of each Employee, the Employer must inform the person in writing whether the engagement is on a permanent, casual or job share basis, stating by whom the Employee is employed, the job performed, the classification level, office from which they are engaged and the relevant rate of pay. Employees may relocate and transfer their office of engagement provided that there has been consultation between the Parties and it is agreed in writing between the Employer and the Employee. Each new Employee shall upon commencement also be provided with a copy of this Agreement, or alternatively, access to the Agreement in electronic format at the discretion of the Employer.
- 22.2 The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill, competence and training consistent with the Employee's classification provided that such duties do not promote deskilling.
- 22.3 If an Employee is absent from work for a period for which they have or will claim workers' compensation, the Employee's contract of employment shall remain intact during the period of absence. The Employer shall continue to make contributions (and where applicable, reports of service) on behalf of the Employee to BUSSQ, BERT, BEWT, CIPQ and Qleave or NTBuild or other funds nominated herein. The Employee shall also continue to accrue all appropriate leave entitlements for the first twelve months of the Employee's absence due to the workers compensation claim.

## 23. **EFFECTIVE WORK ORGANISATION**

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- 23.1 Effective Work Organisation refers to methods of organising work so that Employee and Employer objectives can be achieved efficiently, sustainably and safely, producing results which are acceptable to all concerned.
- 23.2 Where the Employer is the principal contractor, or they are required under contract to provide the following key site attendant roles on a project, the Employer shall engage these employee`s directly unless otherwise agreed:
- (a) Union Delegates
  - (b) First aid attendants
  - (c) Amenities attendants
  - (d) Hoist drivers (including builders' lift drivers)
  - (e) Crane crews (except were supplied by a specialist company or subcontractor)
  - (f) Gate persons

- (g) Primary traffic attendant roles (except where supplied by a subcontractor as an ancillary aspect of their scope of works or where there is a legal requirement).
  - (h) Reasonable numbers of labourer's and tradespeople, relative to the size and nature of the project.
- 23.3 The parties acknowledge that traditional trade-based training through apprenticeships, was one of the best paths for career development in the Construction Industry. The employer will engage a reasonable number of apprentices and trainees directly through consultation with the Union.

## 24. CASUAL EMPLOYMENT

- 24.1 A casual Employee is an Employee employed on an occasional basis and whose work pattern is not regular and systematic. When a person is engaged on a casual basis, they will be supplied in writing that the engagement is to be as a casual, the job to be performed, the classification level, the actual or likely length of engagement including number of hours to be worked per week, and the relevant rate of pay.
- 24.2 A casual Employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Agreement except annual leave, personal leave, and payment for public holidays on which no work is performed. A casual Employee is entitled to unpaid bereavement leave, domestic violence leave and unpaid career's leave.
- 24.3 Except on Saturdays and Sundays, on each occasion a casual Employee is required to attend work, the Employee shall be entitled to payment for a minimum of eight (8) hours work (with 0.8 of an hour on each of these days accruing toward an RDO) plus the relevant fares and travel allowance prescribed by clause 0 below. On Saturdays and Sundays, a casual Employee is entitled to payment for a minimum of four (4) hours, plus the relevant fares and travel allowance prescribed by clause 0 below.
- 24.4 A casual Employee for working ordinary time shall be paid 125% of the hourly rate prescribed in APPENDIX 1 for the Employee's classification.
- 24.5 A casual Employee required to work overtime, or weekend work shall be entitled to the relevant penalty rates prescribed in this Agreement:
- (a) where the relevant penalty rate is time and a half, the Employee shall be paid 175% of the hourly rate prescribed by APPENDIX 1 for the Employee's classification
  - (b) where the relevant penalty rate is double time, the Employee shall be paid 225% of the hourly rate prescribed by APPENDIX 1 for the Employee's classification; and
  - (c) where the relevant penalty is a public holiday, the Employee shall be paid 275% of the hourly rate prescribed by APPENDIX 1 for the Employee's classification.
- 24.6 For the purposes of clarity, the applicable contributions to BUSSQ, BERT, CIPQ and BEWT or other funds nominated herein, must be made by the Employer in respect of casual Employees. A casual Employee shall also be entitled to receive, in addition to their casual rate, penalty payments for Overtime, work performed on weekends, work performed on public holidays and RDOs, Domestic Violence leave and unpaid cultural leave.
- 24.7 Termination of all casual engagements shall require one hour's notice by either the Employer or Employee, or the payment or forfeiture of one hour's pay, as the case may be. This clause will not reduce the entitlements of injured Employees.

### Casual Conversion

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

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

**25. APPRENTICES/TRAINEES**

- 25.1 Apprentices/Trainees shall be entitled to all of the applicable rates and conditions of employment prescribed by this Agreement.
- 25.2 For clarification, in addition to the rates in APPENDIX 1, Trainees are entitled to receive full Daily Travel, BERT, BEWT, CIPQ, Superannuation and any other entitlements in accordance with this document. Such entitlements shall not be paid at rates applicable to Apprentices.
- 25.3 Training arrangements for Apprentices/Trainees shall be as provided in the Building and Construction General On-site Award 2020.
- 25.4 Apprentices/Trainees shall be entitled to be paid the daily fares and travel allowance whilst attending training.
- 25.5 The Employer shall be responsible for meeting all costs associated with Apprenticeship/Traineeship training, including any student registration, tuition fee or other course costs.
- 25.6 During the first year of an Apprenticeship, tools to the minimum retail value of \$600.00 shall be supplied by the Employer within a period of three months after the expiry of the probationary period or within a period of six months from the date of commencement of the employment, whichever first occurs.
- 25.7 During the second and subsequent years (or part of a year) of apprenticeship tools to the retail value of \$600.00 shall be supplied by the Employer within a period of three months from the commencement date of each such year (or part of a year) of the indentured Apprenticeship.
- 25.8 Where an Apprentice has entered a Competency Based Training Agreement, the provision of tools will be on the following basis:
- (a) During the term of Apprenticeship, an Employer shall, in respect of each level of the apprenticeship program, supply the Apprentice with tools of trade, to a minimum retail value of \$600.00.
  - (b) The supply of tools of trade for each level of the program shall be linked to the successful achievement of competencies or, where appropriate, the demonstration of approved levels of progression towards the achievement of competencies as prescribed by the relevant National Training Package or in the relevant Award.
  - (c) Supply of tools will occur no later than three (3) months after the expiry of the probationary period or within a period of six (6) months from the date of commencement of the employment, whichever first occurs, and no later than three (3) months into subsequent levels of the apprenticeship.
  - (d) Apprentices employed under part-time or school based arrangements shall be entitled to a supply of tools consistent with the requirements as outlined in clause 25.6 and clause 25.7 above.

**Apprentice Ratio**

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

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

## **26. ADULT APPRENTICES**

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- 26.1 Adult apprentices are apprentices who commence their apprenticeship at the age of 21 years or older. Adult apprentices engaged under any of the classifications set out in Appendix 1 and will be paid a minimum rate equal to the rate of pay for a second-year apprentice, for the first two years of the apprenticeship, then on parity with other apprentices for the third and fourth years.

## **27. TRAINING AND RELATED MATTERS**

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- 27.1 The parties are committed to the promotion of a highly skilled industry that delivers ongoing employment opportunities and a world-class product through an efficient and safe construction process. To this end, the Employer agrees that appropriate training, including the engagement and training of apprentices, and skills development for the workforce will be provided during the term of this agreement.
- 27.2 The Employer will implement a policy where all Employees will have their current skills assessed against those required in the nationally recognised formal training package relevant to their work. Where any skill deficiencies are identified through the assessment process, the necessary training will be provided to attain the relevant nationally recognised formal qualification.
- 27.3 Where possible training and skill development is to be carried out in normal working hours. It is agreed that the Employer will bear all costs associated with the provision of the training, including costs and material costs and the provision of the Employee's wages for the period of the training.

### **HSR training**

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

### **Asbestos Awareness Training**

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

### **Silica Dust Training**

- 27.6 The Employer agrees that it will schedule training in the "Course in identification of crystalline silica containing material and the associated risks for workers in the construction industry". The

training shall be booked and commenced within 3 months of the certification of this agreement, or within 3 months of the start of employment of each new employee, unless completed previously or unless otherwise agreed between the Parties.

### **Mental Health Training**

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

### **General**

- 27.8 The Employer agrees that it will, within 7 days of receiving a written request from the Union, provide:
- (a) evidence to demonstrate the positive commitment to training and skill development; and
  - (b) the information as to the number of apprentices and visa holders engaged by the Employer.
- 27.9 Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

## **28. EMPLOYMENT SECURITY**

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- 28.1 The parties to this agreement agree to maximise the continuity of employment for existing and future employees and to ensure that permanent employment opportunities and the opportunity for promotion transfer and re-training or upskilling are not eliminated, reduced or eroded.
- 28.2 The Employer recognises that the use of subcontractors and labour hire may affect the job security of current and future employees covered by this Agreement.
- 28.3 As soon as practicable after being awarded a contract and prior to engaging subcontractors to perform work in the classifications covered by this agreement, the employer shall inform the Union Delegate which subcontractors it intends to use for the project.
- 28.4 **Use of Contractors**
- (a) If the employer wishes to engage contractors and their employees to perform work in the classifications covered by this agreement, the employer must first consult in good faith with the union. Consultation will occur prior to the engagement of sub-contractors.
  - (b) If the employer decides to engage subcontractors, the employer shall ensure that these contractors and their employees receive wages, allowances and conditions equal to or better than those contained in this agreement.
  - (c) The use of sham sub contracting arrangements is a breach of this agreement. The contractor who engages subcontractors is responsible for ensuring the employees of sub-contractors receive wages, allowances and conditions equal to or better those contained in this agreement, this obligation extends to liability for all outstanding wages conditions and entitlements under this agreement.
- 28.5 **Labour Hire**
- (a) Labour hire is defined as temporary "top up" labour designed to meet short situations such as absences due to sick leave, annual leave, and short time work peaks. The employer will not use labour hire in any position on site for a period of more than six weeks. Any departure from this maximum period shall require the agreement of the Union and incur a 175% penalty rate for all work done.

- (b) Where there is need for supplementary labour to meet temporary/peak work requirements, such labour may be accessed from bona fide businesses, including sub-contractors and labour hire companies, following consultation with the union.
  - (c) The employer shall ensure that any workers engaged by such businesses and performing work described in the classifications of this agreement receive wages, allowances and conditions equal to or better than those contained in this agreement.
- 28.6 The contractor who engages labour hire workers is responsible for ensuring those workers are paid at rates no less than those contained in this agreement. This obligation extends to liability for all outstanding wages conditions and entitlements under this agreement.
- 28.7 There will be no redundancies made while the employer has engaged labour hire to undertake work that is the subject of this agreement. Any departure from this shall require the agreement of the Union.
- 28.8 **Tower Cranes**
- (a) In order to maximise the continuity and security of employment for Employees and to ensure that the Employer's equipment is operated only by qualified, experienced and capable persons, the Employer agrees that in relation to the operation of tower cranes all tower cranes which are hired out by the Employer (or by an associated entity of the Employer), and which are capable of being operated by Employees of the Employer shall be supplied with a suitably qualified crane crew who are current Employees of the Employer for the duration of the hire period.

## 29. **INDIVIDUAL FLEXIBILITY AGREEMENTS**

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- 29.1 Where the Employer wants to enter into a variation agreement it must provide a written proposal to the Employee and the Union. Where the Employee's understanding of written English is limited, the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- 29.2 The Employer must ensure that any variation agreement is genuinely agreed to by the Employer, the Union and the Employee and that the terms of the variation agreement:
- (a) are about permitted matters under section 172 of the FW Act; and
  - (b) Relates only to:
    - (i) Salary sacrifice agreements
    - (ii) Increase in annual leave accrual each year
    - (iii) Increase in rate of accrual of Rostered days off
    - (iv) Increase in wages
    - (v) Increase in training leave (Union or otherwise)
  - (c) are not unlawful terms under section 194 of the FW Act; and
  - (d) result in the Employee being better off overall than the Employee would be if no arrangement (variation agreement) was made.
- 29.3 The Employer must also ensure that any such variation agreement is:
- (a) Agreed to by the Union
  - (b) in writing (including details of the terms that will be varied, how the variation agreement will vary the effect of the Enterprise Agreement terms, how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and the day on which the arrangement commences)
  - (c) includes the name of the Employer and Employee

- (d) signed by the Employer and the Employee, and if the Employee is under 18, by a parent or guardian of the Employee
  - (e) provided to the Employee within 14 days after it is agreed to: and
  - (f) able to be terminated by either the Employer or Employee giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.
- 29.4 Where any of the requirements of this clause are not met, the variation agreement is of no effect.

**30. JOB SHARE**

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- 30.1 In order to promote flexibility in the workplace, in particular for older workers and single parents, the parties agree to consider job sharing arrangements only in accordance with this clause.
- 30.2 For the purposes of this agreement job sharing is defined as two permanent Employees of the same classification sharing one full-time position. This is taken to mean that the 2 positions shall provide a combined minimum of 36 ordinary hours.
- 30.3 All job share arrangements shall be subject to agreement between the Union and the Employer and must be confirmed in writing to the Employee prior to the commencement of such an arrangement.
- 30.4 Variation of a job share agreement will require consultation between the relevant Employees, the Employer and the Union and 14 days’ notice of variation unless agreed by all parties.
- 30.5 The termination of a Job Share agreement will require consultation between the relevant Employees, the Employer and the Union and 28 days’ notice unless agreed by all parties.
- 30.6 Superannuation and BERT payments will be calculated on a pro rata basis. As will any allowances that are calculated on a weekly basis.
- 30.7 Breaches of this clause will require the breaching Employer to back pay both employees as if employed fulltime 50 hours per week for the length of the Job Share agreement.

**PART 5 WAGES AND ALLOWANCES**

**31. WAGES**

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

Date	Percent
1 July 2023	5%
1 July 2024	5%
1 July 2025	5%
1 July 2026	5%
1 July 2027	5%

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

- (a) The wage rates detailed in APPENDIX 1 for classifications CW1 to CW4 inclusive include the weekly hand tool allowance (where relevant)
  - (b) The ordinary time hourly rate for all purposes shall be calculated by dividing the appropriate weekly rate by 36.
  - (c) The wage rates for classifications CW 5 and above detailed in APPENDIX 1 do not contain the weekly hand tool allowance. Where this allowance is applicable, it must be paid in addition to the rates contained in APPENDIX 1.
- 31.3 Wages for apprentices shall be calculated by applying a fixed percentage to the rates of specific trades as provided by the applicable award or order. Provided that the trade rate shall not include the hand tool or power tool allowances for the purpose of this calculation.

## 32. CLASSIFICATIONS

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

### Marker/Setter Out

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

### Higher Duties

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

### Health and Safety Representative

- 32.4 Where an Employee is elected by Employees of the Employer as a HSR and agrees to undertake the required training to fulfil the role, the Employee will be classified as the higher of CW4, or the Employee's usual classification. In addition, a HSR is entitled to an all-purpose hourly allowance for the life of this agreement as per the table at Appendix 2 – Health and Safety Representatives Allowance.
- (a) For clarity, an Employee is only entitled to one all-purpose hourly allowance pursuant to clauses 32.4 and 32.5.

### Union Delegate

- 32.5 Where an Employee is elected by Employees of the Employer as a Union Delegate, and the Union notifies the Employer of this election, the Employee will be classified as the higher of CW4, or the Employees usual classification. In addition, a Union Delegate is entitled to an all-purpose hourly allowance for the life of this agreement as per the table at Appendix 2 – Delegate Allowance.
- (a) For clarity, an Employee is only entitled to one all-purpose hourly allowance pursuant to clauses 32.4 and 32.5. Notwithstanding, no Union Delegate will suffer a reduction in pay as a result of the implementation of this clause.

## 33. SUPERANNUATION

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- 33.1 It is agreed that the default fund under this agreement shall be BUSSQ.

- 33.2 All Employees shall be entitled to receive Employer superannuation contributions and shall also co-contribute a minimum amount from their wages.
- 33.3 On projects where the Total Cost of Work is \$50m or greater, the Employer will contribute on behalf of each Employee the following minimum weekly amount:

Date	1/7/2022	1/7/2023	1/7/2024	1/7/2025	1/7/2026
Super	\$255/week	\$285/week	\$297/week	\$310/week	\$323/week

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

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

- 33.5 The contributions in clauses 33.3 and 33.4 shall be in addition to all other entitlements prescribed by this Agreement.
- 33.6 Contributions for apprentices shall be calculated at 12% of ordinary time earnings.
- 33.7 Apprentices shall co-contribute by the way of salary sacrifice 3% of ordinary time earnings.
- 33.8 On projects where the Total Cost of Work is less than \$50m, superannuation shall be calculated at the rate outlined in the Superannuation Guarantee (Administration) Act 1992 (SGAA), be paid on all hours worked, up to a maximum of 36 hours per week and contributed to the Superannuation fund on a monthly basis.
- 33.9 Where an employee has worked on multiple sites during the week, the higher contribution for superannuation outlined above will apply, provided the employee has worked any of the week on a project where the Total Cost of Work is \$50m or greater.
- 33.10 The Employer will, on behalf of the Employee, forward the above amounts directly to each Employee's superannuation account at least once each calendar month.
- 33.11 Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave (including leave paid for by Qleave or NTBuild), public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.
- 33.12 Should it be established that the Employer has failed to make payments as required; the Employer shall be liable to make the appropriate contributions immediately upon being notified of the non-compliance. Further, the Employer shall pay an additional 10% per annum (calculated on a pro-rata basis) to offset the interest that the contributions would have attracted in the relevant fund had they been paid on the due dates. The requirement for the Employer to make retrospective payments shall not limit any common law action which may be available in relation to death, disablement, or any similar cover existing within the terms of a relevant fund.

#### 34. SALARY SACRIFICE ARRANGEMENTS

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

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

**35. INCOME PROTECTION AND PORTABLE UNUSED SICK LEAVE**

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

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

\*To be advised in accordance with 35.2\*

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

- 35.2 If CIPQ decides that a higher weekly rate per Employee must be paid or provided, the Employer must pay that higher rate as and from the date CIPQ determines. Payment at the rate specified under clause 35.1 from the date determined by CIPQ will satisfy the Employer's obligations under clause 35.1.
- 35.3 If the Employer does not contribute to CIPQ the amount required under clause 35.1 in respect of each and every Employee, the Employer will pay an additional \$1,500 per week on top of what benefit the policy provides and also reimburse the Employee for costs (i.e. medical expenses, claims management and rehabilitation expenses) incurred by the Employee, for a period of three years in the event that an Employee is unable to make a claim because of the non-payment by the Employer.
- 35.4 All accrued and unused sick leave will be notified to CIPQ upon termination for each employee, for the purposes of portable sick leave.

**36. REDUNDANCY**

- 36.1 The Employer will utilise BERT to meet all of the liabilities for Redundancy payments and further to ensure that an amount equal to the credit balance of the Employee's account in the Employee's Redundancy fund is paid to the Employee when the Employee is entitled to that payment pursuant to the terms of the Employee's Redundancy fund.
- 36.2 For projects where the Total Cost of Work is \$50m or greater, the Employer will contribute on behalf of each Employee the following minimum weekly amount listed below for redundancy:

1 January 2022	1 July 2023	1 January 2024	1 January 2025	1 January 2026	1 January 2027
\$115.00	\$120.00	\$126.00	\$138.00	\$151.00	\$165

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

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

1 January 2022	1 July 2023	1 January 2024	1 January 2025	1 January 2026	1 January 2027
\$14.90	\$17.50	\$20.00	\$23.00	\$25.00	\$28.00

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

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

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

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

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

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

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

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

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

Stage	4 year Apprentice Percentage	3 year Apprentice Percentage
1st	50%	50%
2nd	60%	70%
3rd	75%	90%
4th	90%	N/A

- 36.6 Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave (including leave paid for by QLeave or NTBuild), public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.
- 36.7 Where the Employee's balance in the Employee's Redundancy fund reaches \$20,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund or redirected to BUSSQ. It is the Employee's option only. Where an employee exercises (or has exercised) this option, his or her Redundancy entitlement will be deemed met for all current and future entitlements arising from the current employment engagement.
- 36.8 Contributions to the Employee's Redundancy fund must be made, at a minimum, monthly, by no later than the 15<sup>th</sup> of the following month. Details of the Employer's contribution for each month including when contribution was made and for how much, are to be shown on the Employee's wage statement by the end of the second week of each subsequent month. Late payments shall attract a penalty of 10% of the total amount due, unless there is a reasonable explanation that is acceptable to the parties of this agreement.

### 37. ALLOWANCES

- 37.1 In addition to the wage rates prescribed in this Agreement, Employees shall be paid additional allowances as provided for by the Award. The rates for the various allowances shall be as provided below and/or in APPENDIX 2 of this Agreement.
- 37.2 The rates for all allowances shall be payable from the commencement of the first pay period after the dates specified.

#### Fares and Travel Allowance

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

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

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

- (b) Employees engaged on projects valued under \$50 million.

Distance	1/1/2023	1/7/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Zone 1	\$20	\$30 per day	\$35 per day	\$37 per day	\$39 per day	\$41 per day
Zone 2	N/A	\$50 per day	\$55 per day	\$57 per day	\$59 per day	\$61 per day

Zone 3	N/A	\$70 per day	\$75 per day	\$77 per day	\$79 per day	\$81 per day
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- (c) Zone 2 and 3 only apply to employees who live further than 50Kms from their place of work.
- (d) There shall exist zone borders at both 50kms, 100kms and 150kms from the business address where the employee is engaged. The business address where the employee is engaged will be the address listed in definitions under `Employer` or by written agreement with the Union.
- (e) At the commencement of the project the radial distance from the business address to the project will be calculated.
- (f) Employees will be paid the corresponding travel allowance based on the zone the project is located in relative to the business address where they are engaged. Appendix 2 contains visual representation to enable easier understanding of this clause.
- (g) In the event that the Employer supplies a vehicle for travelling to and from work to the employee the amount of travel paid for zone 2 and 3 will be the difference between the relevant zone travelled too and the amount due from zone one. This shall be considered payment for distant travel.
- (h) For clarity the fares and travel allowance under the applicable awards will not apply. The allowances for being sent to multiple jobs in a day as listed in Appendix 2 will continue to apply.
- (i) Apprentices shall receive the following percentage of the amount detailed above:

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

### Leading Hand

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

### Living Away from Home Allowance

- 37.5 Where an Employee is engaged on distant work, the provision of reasonable board and lodgings will be supplied by the Employer, at no cost to the Employee.
- (a) Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.
  - (b) Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.
  - (c) If the Employer does not supply meals then an allowance will be paid per meal in accordance with appendix 2 per meal not supplied.

- (d) Where Employees are required to work on a project more than 150km from the business address where the Employee is engaged, this shall be referred to as distant work. Distant work shall only be undertaken with agreement from the Union. Such agreement will take into consideration daily travelling time and its effect on fatigue and may include an agreement to enact the distant works provision of this agreement where workers are required to travel less than 150km.
- (e) Rosters for distant work shall be agreed in writing between the Employer and the Union before the distant work commences.
- (f) Employees rostered for distant work must be notified in writing by the Employer. To ensure fatigue is managed safely, no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work. Notwithstanding any other requirements in this clause, no Employee will be required to be away from home for more than 3 weeks without returning home at the Employer's expense.
- (g) An Employee may refuse to work in circumstances where the working would result in the Employee working hours which are unreasonable having regard to matters including:
  - (i) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;
  - (ii) the Employee's personal circumstances including any family responsibilities.
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by the Employer, and by the Employee of his or her intention to refuse it; and
  - (v) any other relevant matter.
- (h) All time spent by Employees travelling to and from distant work will be paid as if worked during the time the travel is taken.

**Power Tools**

37.6 Where an Employee is specifically required to supply their own power tools (maximum of three commercial quality power tools plus a lead) by the Employer, the Employer will be responsible for all consumables and tagging and will replace all stolen tools if in an Employer lock up. Where the Employer requires the Employee to lend a power tool to another Employee, the Employer is deemed to have taken ownership of the tool and will replace the tool with a new tool of the same brand and model or an agreed alternative. The Employer will pay the rate per hour: as detailed in APPENDIX 2 of this Agreement.

**Site Allowance**

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

Value of Project	Site Allowance	Value of Project	Site Allowance
\$50m-\$80m	\$1.70	\$500m-\$600m	\$6.00

\$80m-\$100m	\$2.50	\$600m-\$700m	\$7.00
\$100m-\$200m	\$3.50	\$700m-\$800m	\$8.00
\$200m-\$300m	\$4.50	\$800m-\$900m	\$9.00
\$300m-\$400m	\$5.00	\$900m-\$1b	\$10.00
\$400m-\$500m	\$5.50	\$1b +	\$11.00

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

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

NB: the Living Away from Home Allowance, travel allowance, transfers during working hours and all allowances referred to in clause 37 of this Agreement are not disability allowances for the purposes of this clause.

### Height Allowance

- 37.8 Height allowance will be payable on all multi-story projects from commencement as per the following:
- a) Where the Total Cost of Work is \$50m or greater, height allowance shall be paid in accordance with the rates in Appendix 2 of this Agreement.
  - b) Where the Total Cost of Work is less than \$50m, the value of height allowance shall be paid in accordance with the Building and Construction General Onsite Award 2020.
- 37.9 The applicable Height and Site Allowances will be paid to Employees on a project in respect of works performed by the Employer on that project:
- a) Up to the Employer's contractual practical completion for the last separable portion of that project, and
  - b) Also, to any additional work that is continuous and carried out by the Employees of the Employer on that project post practical completion, that falls under the Employer's original contract (for example defects work).

### Engagement of more than one mobile crane

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

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

## PART 6 HOURS OF WORK

### 38. HOURS OF WORK

- 38.1 Appendix 2 contains a visual representation to aid in the interpretation of hours of work clauses under this document.

#### Ordinary hours

- 38.2 Except as provided elsewhere in this Agreement, the ordinary working hours will be 36 hours per week (7.2 hours per day) worked between 6.00am and 6.00pm Monday to Friday. All time worked outside the aforementioned span of hours shall be by agreement with and notified to the Union and paid at double time. Agreement will not unreasonably be withheld.
- 38.3 There must be allowed, without deduction of pay, a minimum rest break of 20 minutes between 9.00am and 11.00am in lieu of an afternoon rest pause.

#### Start and Finish Times

- 38.4 Typically, work should not commence later than 7.00am on any day unless prior written agreement has been reached with the Union.
- 38.5 Any hours worked between 4.00am and 6.00am will be paid at double time for the disability of starting early and accrue towards the ordinary hours for the day.
- 38.6 Alteration of the typical start and finish times within the spread of ordinary daily hours shall be by written agreement with the Union. Additionally, the Employer will;
- provide not less than 48 hours' notice to affected Employees of the change to start and finish times;
  - have regard to the intention of avoiding excessive overtime.

#### Overtime

- 38.7 It is the intention of the Employer and Employees that excessive overtime will not be worked.
- To this end the general standard of weekly hours will usually not be more than 50 per week, which shall be taken to mean not more than 10 hours per day Monday to Friday, for an individual Employee. The aforesaid 'usual weekly hours' of the affected Employees may by agreement be exceeded from time to time to perform works which the Employer considers necessary and to meet operational requirements including but not limited to the need to perform works which are critical to the ongoing productivity or safety of other employees on the project or where a critical work task is delayed due to unforeseen circumstances.
- 38.8 Reflecting this intention, it is recognised that:
- The Employer is not restricted as to the setting of daily hours within the 50-hour general standard;
  - Subject to written agreement with the Union a majority of Employees may agree to work on a Saturday following a Monday RDO, provided there is strict adherence with the rest of

this clause. Agreement will not unreasonably be withheld, and particular consideration shall be given to weeks where both RDOs and public holidays occur.

- 38.9 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to matters including:
- (a) any risk to Employee health and safety including the risk of fatigue i.e., excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees
  - (b) the Employee's personal circumstances including any family responsibilities
  - (c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
  - (d) any other relevant matter.

#### **Overtime Penalty Rates**

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

#### **Shiftwork**

- 38.12 All shifts starting or finishing more than 2 hours outside of the ordinary hours of work will be classified as Shiftwork and be paid at double time for the entire shift.
- 38.13 Shiftworker for the purposes of this clause is defined as an Employee who is required by the Employer to work Shiftwork, which commences or finishes outside 6.00am and 6.00pm Monday to Friday. This does not apply to an early start which may occur between 4.00am and 6.00am on a regular day shift and will incur a penalty rate and count towards the ordinary hours for the day or a late finish between 6.00pm and 8.00pm.
- 38.14 Shiftwork shall be paid at the rate of double time for all hours worked.
- 38.15 Unless otherwise agreed between the parties an Employee who has to work Shiftwork shall be given at least 48 hours' notice of the requirements to work shift work.
- 38.16 An Employee may refuse to work overtime in circumstances where the working of such shift would result in the Employee working hours which are unreasonable having regard to matters including:
- (a) any risk to Employee health and safety including the risk of fatigue i.e., excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees
  - (b) the Employee's personal circumstances including any family responsibilities
  - (c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
  - (d) any other relevant matter.
- 38.17 This clause will replace the Shiftwork clause under the Award.

#### **Easter and Christmas**

- 38.18 An Employee required to work during the Easter and Christmas period, that is to work on any day between and inclusive of Christmas Day and New Year's Day and any day, between and inclusive of Good Friday and Easter Monday, shall be paid 300% of the hourly rate prescribed in

the Agreement for the Employee's classification. Any work undertaken during these periods will be by written agreement with the Union.

### 39. EMPLOYEE ROSTERED DAY OFF

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- 39.1 Ordinary working hours will be scheduled in a 10-day cycle, Monday to Friday inclusive, with 8 ordinary working hours worked for each of 9 days and with 0.8 of an hour on each of those days accruing toward the tenth day, which will be known as the rostered day off (RDO).
- 39.2 26 rostered days are scheduled to be taken off by an Employee for every 12 months' continuous service in accordance with the dates set out in the calendar contained in APPENDIX 3. The purpose of this calendar is to ensure workers and site management manage their fatigue levels, thereby encouraging safer and more productive Projects. Calendars for years not contained in this agreement will be published by the Union when the Holiday and School Terms are released by the Queensland Government.
- 39.3 Payment for RDOs will include an entitlement to the daily fares and travel allowance.
- 39.4 Each day of leave taken and any public holiday occurring during any cycle will be regarded as a day worked for accrual purposes.
- 39.5 An Employee who has not worked a complete cycle will receive pro rata accrued entitlements payable for the rostered day off.
- 39.6 Where an Employee has insufficient accruals for an RDO, the Employer may by agreement with the affected Employee, offset any deficiency from the Employee's annual leave entitlement.
- 39.7 Where the Employer wants an Employee or Employees to work on an RDO, the following process shall be followed:
- (a) The Employer shall establish that there is a genuine need for the work to take place on the RDO. Examples of where work may take place include, but are not limited to, the following:
    - (i) jumping cranes, erecting, or dismantling jump form, high-risk activity after consultation with the safety committee),
  - (b) The Employer must consult with the affected Employee(s); and
  - (c) All work on RDO's will only occur by agreement between the Employer and the Union. Such agreement will be in writing.
- 39.8 The Employer is committed to providing as much notice as is reasonably practicable for a requirement to work. Wherever possible, the process outlined above will occur at least 7 calendar days prior to the RDO in question.
- 39.9 An Employee may refuse to work an RDO in circumstances where the working of such a RDO would result in the Employee working hours which are unreasonable having regard to matters including:
- (a) any risk to Employee health and safety including the risk of fatigue i.e., excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees
  - (b) the Employee's personal circumstances including any family responsibilities
  - (c) any other relevant matter.
- 39.10 Where the procedure in clause 39.7 above has been followed and at least seven days' notice has been provided to Employees to work on the RDO, Employee's must be paid for at 200% of the rate applicable for the Employee's classification in the Agreement, with a minimum payment for 8 hours, for that RDO. Where the procedure in clause 39.7 above has not been followed or less than 7 days' notice has been provided to Employees to work on the RDO, Employee's must

be paid at 250% of the rate applicable for the Employee's classification in the Agreement, with a minimum payment of 8 hours, for that RDO.

- 39.11 In addition to the loadings listed above, employees will be provided the opportunity to take the RDO at a later date of their choosing for each RDO that they are required to work.
- 39.12 Up to five (5) RDOs may be accrued under normal industry flexibilities. Accrued RDOs will be taken in the calendar year they were due or be transferred to the employee's annual leave bank in the last pay period of the calendar year provided sufficient RDO hours are retained to cover the scheduled RDOs for January of the following year.

#### 40. **PRODUCTIVITY SCHEMES**

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

### **PART 7 LEAVE**

#### 41. **LEAVE**

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##### **Annual leave**

- 41.1 An employee's entitlement to annual leave will be consistent with the NES contained in the FW Act.
- 41.2 Annual leave shall accrue at the rate of three-hours per week (i.e. 36 ordinary hours) of service. If the Employee is a Continuous Shiftworker (as defined in this Agreement), the Employee shall accrue annual leave at the rate of 3.75 hours per week (i.e. 36 ordinary hours) of service.
- 41.3 The Employer will not unreasonably refuse a request for annual leave by an Employee.
- 41.4 Annual leave will be paid at the rate the Employee would have received if ordinary hours had been worked during the period of leave (including applicable allowances), plus a loading of 17.5%.
- 41.5 At the termination of employment, the Employee will be paid out all outstanding annual leave entitlements, including the 17.5% loading. The annual leave will be paid out as if the Employee were taking leave, commencing from the end of the termination notice period. As such, any public holidays occurring during the period for which the annual leave entitlement applies, will be paid for in addition to the annual leave entitlement.

##### **Personal leave**

- 41.6 Permanent Employees shall be entitled to paid leave when they are absent from work due to:
- (a) personal illness or injury (sick leave, a form of personal leave)
  - (b) for the purposes of caring for partners, children and/or other household or family members who are sick or in a personal emergency and require the Employee's care and support (carer's leave, another form or personal leave)
  - (c) for cultural purposes as defined in clause 8.6 of this agreement; or
  - (d) compassionate leave.
- 41.7 Personal leave shall accrue as follows:
- (a) Three days in the first month and then one additional day at the beginning of each of the next nine-calendar months will be available in the first year of employment
  - (b) 12 days at the beginning of the Employees second and each subsequent year will commence on the anniversary of engagement
  - (c) All unused personal leave is cumulative.

- 41.8 If required by the Employer, when an Employee is absent for more than two-consecutive days the Employee is required to give the Employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.
- 41.9 Unpaid carer's leave will be in accordance with the NES.

#### **Parental leave**

- 41.10 An employee is entitled to the Parental Leave provisions contained within the NES.
- 41.11 In addition to the entitlement under the NES the Employer will pay an additional amount as follows:
- (a) Where the employee is to be the primary care giver, pay the equivalent of the difference between the Government paid parental leave scheme and the employees normal take home pay for a period of four (4) weeks.
  - (b) Where the employee is not to be the primary care giver, pay the equivalent of the difference between the government paid parental leave scheme and the employees normal take home pay for a period of two (2) weeks.
- 41.12 To avoid doubt, if the Government paid parental leave scheme ceases to exist the Employer will pay to the employee the employees normal take home pay for the periods set out above.

#### **Compassionate leave**

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

#### **Community Service Leave**

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

#### **Long Service Leave**

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

#### **Unpaid leave**

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

#### **Public Holidays**

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

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

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

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

41.21 All work done by any employee on:

- 1st January
- 26th January
- Good Friday
- Easter Saturday (the day after Good Friday)
- Easter Sunday
- Easter Monday
- 25th April (Anzac Day)
- May Day
- The Birthday of the Sovereign
- Christmas Eve (from 6.00pm to midnight)
- Christmas Day
- Boxing Day; or
- any day appointed under the Holidays Act 1983 will be paid for at the rate of double time and a-half with a minimum of 4 hours.

41.22 In addition to the days set out above, Employees will be entitled to public holidays on any other day, or part-day, declared or prescribed by or under a law of Queensland to be observed generally within the Queensland, or a region of the State of Queensland, as a public holiday,

other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

## 42. FAMILY VIOLENCE LEAVE

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### General Principles

- 42.1 The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer is committed to providing support to staff that are subjected to family and/or domestic violence.
- 42.2 Understanding the traumatic nature of family and/or domestic violence the Employer will support their Employee if they have difficulties performing tasks at work. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being subjected to family and/or domestic violence. An Employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence.

### Definition of Family and/or Domestic Violence

- 42.3 For the purpose of this clause, family and/or domestic violence is defined as any violent, threatening or other abusive behavior by a person against a member of the person's family or household (current or former). To avoid doubt, this definition includes behavior that:
- (a) is physically or sexually abusive; or
  - (b) is emotionally or psychologically abusive; or
  - (c) is economically abusive; or
  - (d) is threatening; or
  - (e) is coercive; or
  - (f) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
  - (g) causes a child to hear or witness, or otherwise be exposed to the effects of, such behavior.

### Family and/or Domestic Violence Leave

- 42.4 An Employee, including a casual Employee, who is subjected to family and/or domestic violence is entitled to 10 days per year of paid family and/or domestic violence leave for the purpose of:
- (a) attending legal proceedings, counselling, appointments with a medical or legal practitioner
  - (b) relocation or making other safety arrangements; or
  - (c) other activities associated with the experience of family and/or domestic violence.
- 42.5 In addition, an Employee, including a casual Employee, who provides support to a close personal contact who is subjected to family and/or domestic violence is entitled to access family and/or domestic leave for the purpose of:
- (a) accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner
  - (b) assisting with relocation or other safety arrangements; or
  - (c) other activities associated with the family and/or domestic violence including caring for children.
- 42.6 This leave will be in addition to existing leave entitlements, may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.

- 42.7 Upon exhaustion of the leave entitlement in clause 42.4, Employees will be entitled to up to [2] days unpaid family and/or domestic violence leave on each occasion.

#### **Notice and Evidentiary Requirements**

- 42.8 The employee will give his or her employer notice as soon as reasonably practicable of their request to take leave under this clause.
- 42.9 If required by the Employer, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 42.4. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.
- 42.10 The Employer must ensure that any personal information provided by the Employee to the employer concerning an Employee's experience of family and/or domestic violence is kept confidential. Information will not be kept on an Employee's personnel file.

#### **Individual Support**

- 42.11 In order to provide support to an Employee who is subjected to family and/or domestic violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee subjected to family and/or domestic violence for:
- (a) changes to their span of hours or pattern or hours and/or shift patterns
  - (b) job redesign or changes to duties
  - (c) relocation to suitable employment within the Employer
  - (d) a change to their telephone number or email address to avoid harassing contact; or
  - (e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

## **PART 8 TERMINATION**

### **43. TERMINATION**

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- 43.1 The Employer will consult with the Union prior to making any decision to terminate make redundant or any other form of cancelling the employment contract for any Employee.
- 43.2 Employment may be terminated by the Employer due to performance/general misconduct, serious and willful misconduct, or Redundancy.

#### **Performance/General Misconduct**

- 43.3 In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following 3 step counselling procedure will be applied. This procedure does not apply for Redundancy situations. An Employee may elect at any step to have their Employee Representative or any other person or persons of their choice, present. The Employee must be given an opportunity to respond to each allegation. At the request of the Employee, copies of any written warnings will be given to the Employee Representative or any other party to this Agreement.
- 43.4 Step 1- First Written Warning
- (a) The Employer will have a discussion with the Employee, and the Employer will advise the Employee of the problems that the Employer believes exist in relation to the Employee's conduct. If appropriate the Employer will then issue a written warning detailing:
    - (i) The issues of concern; and
    - (ii) The standards of improvement required.

- 43.5 Step 2- Final Written Warning
- (a) If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Employer will have a further discussion with the Employee in which it will advise the Employee of the problems the Employer believes exists in relation to the Employee's conduct. If appropriate the Employer will then issue a final written warning detailing:
    - (i) The issues of concern; and
    - (ii) The standards of improvement required; and
    - (iii) That it is a final written warning and that failure to meet the standards of improvement stated therein may lead to dismissal.
  - (b) If an Employee does not repeat the same offence which produced the need for the final warning, within 6 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for dismissal.
- 43.6 Step 3- Dismissal
- (a) If after receiving a final warning, the Employee repeats the same conduct within a period of 6 months, then the Employee may be dismissed. A written notice of dismissal will be provided to the Employee by the Employer outlining the reasons for the dismissal.
- 43.7 The Employer shall provide to each terminated Employee a written statement specifying the period of employment and the classification or type of work performed by the Employee.
- 43.8 The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two business days of termination, or the Employee shall be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday). This claim shall be regardless of whether or not the Employee remains on the job).
- 43.9 The Employer shall pay each terminated Employee for any public holiday that occurs in the period of annual leave that would have been payable had the Employee commenced annual leave on the date of termination. Where the Employee's leave balance would not include public holidays occurring within the 10 working days (excluding weekends) following termination, the Employee shall receive payment for these days.
- 43.10 In cases where the Employer is considering transferring, or terminating the services of an elected Union Delegate, Employee Representative, or a HSR, a five-day mandatory consultation period shall be initiated by the Employer in the form of a face to face meeting with the Union prior to any final decision on transfer or termination being made. The affected Employee and their nominated representative will be immediately advised in writing of the initiation of the consultation period and shall remain on the job during the consultation process. If the Employer fails to comply with any of these requirements, the notice period that the Employer must give to the affected Employee shall be increased to four weeks.
- 43.11 The Employer shall notify all funds upon termination of an Employee. This will include informing Qleave of time served.

## **PART 9 REPRESENTATION**

### **44. UNION DELEGATE**

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

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

#### 45. **UNION DELEGATE FACILITIES**

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- 45.1 The Employer shall provide an agreed facility for the use of the Union Delegate to perform their duties and functions as the on-site representative of the Employees. The provision of the following facilities is to ensure that the Union Delegate is able to effectively perform their functions in a professional and timely manner. The facilities shall include:
- (a) a telephone
  - (b) an iPad equipped with mobile Internet access
  - (c) a table and chairs
  - (d) a filing cabinet
  - (e) air-conditioning/heating
  - (f) access to stationery and other administrative facilities, including use of facsimile, use of e-mail, (if available on site), following consultation between the Union Delegate and Site Management
  - (g) a private lockable area.

#### 46. **UNION TRAINING LEAVE**

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

- 46.3 The application for leave shall be given to the Employer in advance of the date of commencement of the course. The application for leave shall contain the following details:
- (a) The name of the Union Delegate seeking the leave
  - (b) The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
  - (c) A general description of the content and structure of the course and the location where the course is to be conducted.
- 46.4 The Employer shall advise the Union Delegate within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.
- 46.5 The time of taking leave shall be arranged to minimise any adverse effect on the Employer's operations. The onus shall rest with the Employer to demonstrate an inability to grant leave when an eligible Union Delegate is otherwise entitled.
- 46.6 The Employer shall not be liable for any additional expenses associated with an Employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant agreement classification rate including, shift work loadings where relevant plus Site Allowance where applicable.
- 46.7 Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with a Union Delegate's RDO or with any concessional leave.
- 46.8 A Union Delegate on request by the Employer shall provide proof of their attendance at any course within 7 days. If an Employee fails to provide such proof, the Employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the Union Delegate.
- 46.9 Where a Union Delegate is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the Employee shall receive payment if entitled under the provisions of the relevant award clause.
- 46.10 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

#### **47. UNION RIGHTS PROMOTING REPRESENTATION OF MEMBERS**

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- 47.1 The company shall establish policies and procedures so that all reasonable steps are taken to encourage employees, to become financial members of the relevant branch of the Union, subject to relevant legislation.
- 47.2 Any company representative who discourages an employee from becoming a financial member of the Union breaches the intent of this agreement.
- 47.3 The company must invite the Union Delegate to attend every company induction for new Employees and to address Employees for at least half an hour per attendance.
- 47.4 A standing invitation exists for any representative of the Union covered by this agreement to enter any place where company Employees or representatives are for purposes including, but not limited to, dispute resolution or consultation meetings but not for purposes for which a Right of Entry exists under Part 3-4 of the Fair Work Act.
- 47.5 The company will allow the Union to promote membership of the Union.

- 47.6 The company will provide a Union noticeboard at every workplace. The display of material upon the Union noticeboard will be under the control of the Union.
- 47.7 The company will provide any information to the Union about Employees that the Union requires, and that is necessary to ensure compliance with this agreement.
- 47.8 The company will provide information about the Union to an Employee that the Union requires.
- 47.9 Employees are entitled to have paid time off to attend union meetings of up to 2 hours (or more by agreement) or participate in union activities. There shall be no more than one meeting per shift. The Union shall notify the Company that a meeting is to occur prior to the commencement of the meeting.
- 47.10 Upon request, the company will deduct Union dues from an Employee's weekly wages and remit such amount to the Union by EFT within 2 days of the deduction.

## **PART 10 COMPLIANCE**

### **48. TIME AND WAGE RECORDS**

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- 48.1 Particulars of details of payment to each Employee must be included on the envelope including the payment or in a statement handed to the Employee at the time payment is made and will contain the following information:
  - (a) Name of employing Employer;
  - (b) Name of Employee;
  - (c) Employee's classification;
  - (d) Date of payment and period covered by wage statement;
  - (e) Details of the number of ordinary hours worked;
  - (f) Details of the number of overtime hours worked;
  - (g) The ordinary hourly rate and the amount paid at that rate;
  - (h) The overtime hourly rates and the amounts paid at those rates;
  - (i) The gross wages paid;
  - (j) The net wages paid;
  - (k) Details of any deductions made from the wages;
  - (l) Details of all accrued entitlements such as RDOs, personal leave, annual leave, etc;
  - (m) Details of the Employer BUSSQ contribution;
  - (n) Details of the Employer BERT contribution, including the amount;
  - (o) Details of the Employer CIPQ payment, including the amount;
  - (p) Details of the Employees BEWT payment, including and the amount.
- 48.2 In addition, the Employer must also maintain the following time and wage records:
  - (a) The Employee's date of birth;
  - (b) date when the Employee became an Employee of the Employer, if appropriate, the date when the Employee ceased employment with the Employer;
  - (c) The Employee's tax file number;
  - (d) The Employee's number;

- (e) The Employee's BERT number;
- (f) The Employee's QLeave or NTBuild number;
- (g) The Employee's CIPQ number;
- (h) Daily details of work including:
  - (i) Daily start time and finish time;
  - (ii) Time lunch and crib breaks taken;
  - (iii) Total ordinary hours worked and resulting wage;
  - (iv) Total time and a half hours worked and resulting wage;
  - (v) Total double time hours worked and resulting wage;
- (i) Details of allowances paid;
- (j) Details and payment for RDOs, Personal and annual leave, public holidays;
- (k) Details of deductions;
- (l) Details of additions;
- (m) Total gross allowances paid per week and year to date;
- (n) Total gross wages paid per week and year to date;
- (o) Tax deducted from wages per week and year to date;
- (p) Net wages per week and year to date;
- (q) RDOs, sick and annual leave accrued per week and year to date;
- (r) Superannuation, BERT, BEWT, and CIPQ paid per week and year to date.

#### 49. **SHAM CONTRACTING**

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- 49.1 Sham Contracting occurs when an Employer engages an individual to perform building work under a contract for services where the true character of the engagement or proposed engagement is that of employment.
- 49.2 The Employer agrees they will not engage in Sham Contracting and recognises that the practice of sham contracting is unlawful and undermines the job security of the Employees covered by this Agreement.
- 49.3 The Employer will not enter into a contract with another person ("the Contractor") under which services in the nature of building work are to be provided to the employer, if:
  - (a) the services are to be performed by an individual (who is not the Contractor); and the individual has any ownership in, or is an officer or trustee of, the contractor; and
  - (b) if the contract were entered into with the individual, the contract would be a contract of employment.
- 49.4 The Employer will maintain records about any Contractors that it has engaged in the preceding month which will include:
  - (a) the name of the Contractor;
  - (b) the owner(s) of the Contractor;
  - (c) the works that the Contractor was engaged to perform;

- (d) basis on which the Contractor was paid for the work e.g. lump sum/fixed price, daily rate, other; and
- 49.5 The Employer will, within 7 days of receiving a written request from the Union, provide a copy of the records which it is required to keep pursuant to the previous subclause. Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).
- 49.6 Where in breach of this clause a sham contract was in place, such that that Contractor was in fact an Employee under this Agreement, the calculation for back pay will be calculated on the basis of the difference between what they were paid under sham contract arrangement and:
  - (a) 175% of the applicable hourly rate contained in this Agreement; and
  - (b) the Site Allowance (if applicable); and
  - (c) the multi-story allowance (if applicable); and
  - (d) Superannuation (BUSSQ), BERT, CIPQ and BEWT.

## **50. SECURITY OF PAYMENTS**

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- 50.1 The Employer recognises that the under, non or late payment of building industry participants for services rendered can affect the entitlements of workers and the security of their employment.
- 50.2 The Employer acknowledges its obligations under the Building and Construction Industry Payments Act 2004 (as amended) and the Subcontractors Charges Act 1974.
- 50.3 The Employer will not engage in illegal or fraudulent phoenix activities for the purpose of avoiding any payment due to another building contractor or building industry participant or other creditor.
- 50.4 The Employer will:
  - (a) comply with all applicable laws and other requirements relating to the security of payments that are due to subcontractors; and
  - (b) ensure that payments which are due and payable are made in accordance with applicable legislative requirements; and
  - (c) have a documented dispute settlement process in accordance with all applicable legislative requirements that details how disputes about payments will be resolved, includes a referral process to an independent adjudicator for determination if the dispute cannot be resolved between the parties and must comply with that process; and
  - (d) as far as practicable, ensure that disputes about payments are resolved in a reasonable, timely and cooperative way.
  - (e) Principal contractors and contractors will ensure reasonable allowance is included in contracts taking into account historic weather conditions and forecast rainfall.
  - (f) The Employer will keep records demonstrating its compliance with clause 50.4 above. The Employer will, within 7 days of receiving a written request from the Union who has a reasonable belief of a non-compliance with clause 50.4 above, provide evidence demonstrating its compliance. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

## **51. TEMPORARY FOREIGN LABOUR**

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

- 51.2 The Employer recognises that the engagement of temporary foreign labour may undermine the job security of the Employees covered by this Agreement. The parties wish to limit the circumstances in which temporary foreign labour can be engaged to ensure the job security of the Employees covered by this Agreement.
- 51.3 The Employer will not engage temporary foreign labour unless:
- (a) the position is first advertised in Australia; and
  - (b) the advertising was targeted in such a way that a significant proportion of suitably qualified and experienced Australian citizens and Australian permanent residents (within the meaning of the Migration Act 1958 (Cth) would be likely to be informed about the position; and
  - (c) any skills or experience requirements set out in the advertising were appropriate to the position; and
  - (d) the employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job; and
  - (e) temporary foreign labour will be engaged in accordance with this Agreement, and
  - (f) Written agreement has been reached with the Union.
- 51.4 The Employer will, within 7 days of receiving a written request from the Union provide evidence demonstrating its compliance with this clause. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).
- 51.5 Where an employer engages temporary foreign labour in breach of this clause, the position shall, as soon as practicable, be re-advertised and filled by the employer strictly in accordance with this clause.

## **52. QUALITY BUILDING MATERIALS**

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- 52.1 The Parties recognise the complex issue of non-conforming building products (NCBPs). NCBPs are building products about which false claims have been made as to their quality and purpose or do not meet required standards for their intended use. A building product is non-conforming if, in association with a building, the product:
- (a) is not, or will not be, safe; or
  - (b) does not, or will not, comply with relevant regulatory provisions; or
  - (c) does not perform, or is not capable of performing, for the use to the standard represented.
- 52.2 The Parties recognise that domestically sourced and manufactured conforming building products are less likely to create the above conditions and accordingly wish to maximise the use of domestically sourced and manufactured building materials by the Employer.
- 52.3 The Employer will only use products in building work that comply with relevant Australian standards published by, or on behalf of, Standards Australia in accordance with the National Construction Code.
- 52.4 In order to maintain compliance, the Employer will maintain records in accordance with the Building and Construction Legislation (Non-Conforming Building Products – Chain of Responsibility and Other Matters) Amendment Act 2017
- 52.5 The Employer will, within 7 days of receiving a written request from the Union, provide a copy of the records which it is required to be keep pursuant to the previous clause 52.4 above.

## **53. COMPLIANCE WITH THIS AGREEMENT**

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- 53.1 Complaints, queries and concerns regarding entitlements paid in relation to the Award or this Agreement shall be raised and resolved in accordance with the disputes procedure in this Agreement. Authorised industrial personnel shall be provided access to time and wage records in accordance with all legal requirements. Relevant Union Officials shall be provided access to time and wages records in accordance with the FW Act.
- 53.2 The Employer will conduct an audit using the Audit Form provided for in APPENDIX 6 to confirm compliance with:
- (a) Awards and workplace arrangements which have been certified, registered or otherwise approved under the relevant industrial legislation.
  - (b) Legislative requirements such as:
    - (i) the Fair Work Act 2009; or
    - (ii) QLD/NT Workers Compensation; or
    - (iii) Superannuation; and
    - (iv) Long Service Leave.
- 53.3 This audit will be conducted when there is a request from the Union that there is a reasonable suspicion of non-compliance. The audit will be undertaken in accordance with ISO9001-2008 by an auditing company agreed between the Employer and the Union. A copy of the audit record will be provided to the Union, and any representative nominated by the Employee.

#### **54. POSTING OF AGREEMENT AND NOTICES**

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

#### **55. SEVERABILITY**

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

## APPENDIX 1 – RATES OF PAY

<b>CONSTRUCTION WORKER CLASSIFICATIONS AND RATES OF PAY</b>							
<b>Level</b>	<b>Occupations</b>	<b>From</b>	<b>1/07/2023</b>	<b>1/07/2024</b>	<b>1/07/2025</b>	<b>1/07/2026</b>	<b>1/07/2027</b>
CW8	Supervisor	p/w	\$2,319.50	\$2,435.48	\$2,557.25	\$2,685.11	\$2,819.37
		p/h	\$64.43	\$67.65	\$71.03	\$74.59	\$78.32
CW7	Tower Crane Operator, Tower Crane Rigger, Hoist Rigger, Supervisor (Sub-Foreperson)	p/w	\$2,226.72	\$2,338.06	\$2,454.96	\$2,577.71	\$2,706.59
		p/h	\$61.85	\$64.95	\$68.19	\$71.60	\$75.18
CW6	Trainer	p/w	\$2,133.94	\$2,240.64	\$2,352.67	\$2,470.30	\$2,593.82
		p/h	\$59.28	\$62.24	\$65.35	\$68.62	\$72.05
CW5	Special Class Trades, Special Class Dogman (as defined), Refractory Bricklayer, Carver	p/w	\$2,041.16	\$2,143.22	\$2,250.38	\$2,362.90	\$2,481.05
		p/h	\$56.70	\$59.53	\$62.51	\$65.64	\$68.92
CW4	Signwriter	p/w	\$1,948.38	\$2,045.80	\$2,148.09	\$2,255.50	\$2,368.27
		p/h	\$54.12	\$56.83	\$59.67	\$62.65	\$65.79
CW4	Marker Setter Out, Letter Cutter, WHSO, Union delegate	p/w	\$2,040.99	\$2,143.04	\$2,250.19	\$2,362.70	\$2,480.84
		p/h	\$56.69	\$59.53	\$62.51	\$65.63	\$68.91
CW4	Mobile Concrete Boom Pump Operator	p/w	\$1,948.38	\$2,045.80	\$2,148.09	\$2,255.50	\$2,368.27
		p/h	\$54.12	\$56.83	\$59.67	\$62.65	\$65.79
CW3	Carpenters/Joiners, Stonemason, Other Qualified Tradesperson*	p/w	\$1,948.21	\$2,045.62	\$2,147.90	\$2,255.30	\$2,368.06
		p/h	\$54.12	\$56.82	\$59.66	\$62.65	\$65.78
CW3	Floor layers, Plasterers, Tilers, Tuck-pointers	p/w	\$1,934.98	\$2,031.73	\$2,133.32	\$2,239.98	\$2,351.98
		p/h	\$53.75	\$56.44	\$59.26	\$62.22	\$65.33
CW3	Bricklayers, Water-proofers	p/w	\$1,924.78	\$2,021.01	\$2,122.07	\$2,228.17	\$2,339.58
		p/h	\$53.47	\$56.14	\$58.95	\$61.89	\$64.99
CW3	Slater, Ridge or Roof Fixer, Roof Tiler	p/w	\$1,908.52	\$2,003.95	\$2,104.15	\$2,209.35	\$2,319.82
		p/h	\$53.01	\$55.67	\$58.45	\$61.37	\$64.44
CW3	Painters, Glaziers, Installers	p/w	\$1,855.60	\$1,948.38	\$2,045.80	\$2,148.09	\$2,255.50
		p/h	\$51.54	\$54.12	\$56.83	\$59.67	\$62.65
CW3	Rigger, Dogman, Employees with AQF 3 certificates (even if Employee job mentioned in lower classification), Mobile Concrete Line Pump Operators, Concrete Cutter (+ 6 months experience)	p/w	\$1,889.62	\$1,984.10	\$2,083.31	\$2,187.47	\$2,296.85
		p/h	\$52.49	\$55.11	\$57.87	\$60.76	\$63.80
CW2	Scaffolder, Powder Monkey, Hoist & Winch Driver, Foundation Shaftsmen, Steelfixer (including Tack Welder), Concrete Finisher, Traffic Controller, Gatemen / Security Guard, Pump Line Hand, Post Tensioning, Caulkers/Joint Sealers	p/w	\$1,781.38	\$1,870.45	\$1,963.97	\$2,062.17	\$2,165.28
		p/h	\$49.48	\$51.96	\$54.55	\$57.28	\$60.15
CW1	Skilled Labourer, Formwork Labourer, Truck Delivery Driver and Others	p/w	\$1,714.58	\$1,800.31	\$1,890.32	\$1,984.84	\$2,084.08
		p/h	\$47.63	\$50.01	\$52.51	\$55.13	\$57.89

### 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

#### TRAINEE WAGES

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

Stage	Occupations	From	1/07/2023	1/07/2024	1/07/2025	1/07/2026	1/07/2027
5	Traineeship (100% of CW3)	p/w	\$1,855.60	\$1,948.38	\$2,045.80	\$2,148.09	\$2,255.50
		p/h	\$51.54	\$54.12	\$56.83	\$59.67	\$62.65
4	Traineeship (CW2 - 96% of CW3)	p/w	\$1,781.38	\$1,870.45	\$1,963.97	\$2,062.17	\$2,165.28
		p/h	\$49.48	\$51.96	\$54.55	\$57.28	\$60.15
3	Traineeship (CW1 - 92.4% of CW3)	p/w	\$1,714.58	\$1,800.31	\$1,890.32	\$1,984.84	\$2,084.08
		p/h	\$47.63	\$50.01	\$52.51	\$55.13	\$57.89
2	Traineeship (CW1(b) - 88% of CW3)	p/w	\$1,632.93	\$1,714.58	\$1,800.31	\$1,890.32	\$1,984.84
		p/h	\$45.36	\$47.63	\$50.01	\$52.51	\$55.13
1	Traineeship (New Entrant - 82% of CW3)	p/w	\$1,521.59	\$1,597.67	\$1,677.56	\$1,761.43	\$1,849.51
		p/h	\$42.27	\$44.38	\$46.60	\$48.93	\$51.38

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

**EARTHMOVERS CLASSIFICATIONS – RATES OF PAY**

Level	Occupations	From	1/07/2023	1/07/2024	1/07/2025	1/07/2026	1/07/2027
CW3	Bobcat, Pile Driver	p/w	\$1,814.59	\$1,905.32	\$2,000.58	\$2,100.61	\$2,205.64
		p/h	\$50.40	\$52.92	\$55.57	\$58.34	\$61.26
CW4	Backhoe, Drott, Vibrating Roller, Front Mini Excavator	p/w	\$1,873.35	\$1,967.01	\$2,065.37	\$2,168.63	\$2,277.06
		p/h	\$52.03	\$54.63	\$57.36	\$60.23	\$63.24
CW5	Bulldozer, Scraper Excavator, Grader, Front end loader over 2.25mtrs	p/w	\$1,952.96	\$2,050.61	\$2,153.14	\$2,260.79	\$2,373.83
		p/h	\$54.23	\$56.94	\$59.79	\$62.78	\$65.92
CW6	Final Trim Grader	p/w	\$2,026.26	\$2,127.57	\$2,233.95	\$2,345.65	\$2,462.93
		p/h	\$56.27	\$59.08	\$62.04	\$65.14	\$68.40

**MOBILE HYDRAULIC PLATFORMS CLASSIFICATIONS - RATES OF PAY**

**MOBILE HYDRAULIC PLATFORMS**

Occupations	From	1/07/2023	1/07/2024	1/07/2025	1/07/2026	1/07/2027
Trainee (as defined)	p/w	\$1,795.02	\$1,884.77	\$1,979.01	\$2,077.96	\$2,181.85
	p/h	\$49.86	\$52.36	\$54.98	\$57.72	\$60.61
Boom length up to and including 11 metres (including trainees)	p/w	\$1,803.85	\$1,894.04	\$1,988.74	\$2,088.18	\$2,192.59
	p/h	\$50.11	\$52.61	\$55.24	\$58.00	\$60.90
Boom length over 11 metres and up to 17 metres	p/w	\$1,885.99	\$1,980.29	\$2,079.30	\$2,183.27	\$2,292.43
	p/h	\$52.40	\$55.01	\$57.77	\$60.65	\$63.69
Boom length over 17 metres and up to 23 metres	p/w	\$1,939.70	\$2,036.68	\$2,138.52	\$2,245.44	\$2,357.71
	p/h	\$53.89	\$56.58	\$59.41	\$62.38	\$65.50
Boom length over 23 metres and up to 28 metres	p/w	\$2,002.88	\$2,103.02	\$2,208.17	\$2,318.58	\$2,434.51
	p/h	\$55.63	\$58.41	\$61.33	\$64.40	\$67.62
Unit equipped with underbridge unit	p/w	\$2,002.88	\$2,103.02	\$2,208.17	\$2,318.58	\$2,434.51
	p/h	\$55.63	\$58.41	\$61.33	\$64.40	\$67.62

**MOBILE CRANE CLASSIFICATIONS - RATES OF PAY**

**MOBILE CRANES**

<b>Occupations</b>	<b>From</b>	<b>1/07/2023</b>	<b>1/07/2024</b>	<b>1/07/2025</b>	<b>1/07/2026</b>	<b>1/07/2027</b>
Up to 20 tonnes	p/w	\$1,932.60	\$2,029.23	\$2,130.69	\$2,237.22	\$2,349.09
	p/h	\$53.69	\$56.37	\$59.19	\$62.15	\$65.26
Over 20 tonnes and up to 60 tonnes	p/w	\$1,993.66	\$2,093.34	\$2,198.01	\$2,307.91	\$2,423.30
	p/h	\$55.38	\$58.15	\$61.05	\$64.11	\$67.31
Over 60 tonnes and up to 100 tonnes	p/w	\$2,053.54	\$2,156.21	\$2,264.03	\$2,377.23	\$2,496.09
	p/h	\$57.05	\$59.90	\$62.89	\$66.04	\$69.34
Over 100 tonnes and up to 200 tonnes	p/w	\$2,109.31	\$2,214.78	\$2,325.52	\$2,441.79	\$2,563.88
	p/h	\$58.59	\$61.52	\$64.60	\$67.83	\$71.22
Over 200 tonnes and up to 300 tonnes	p/w	\$2,216.16	\$2,326.97	\$2,443.32	\$2,565.48	\$2,693.76
	p/h	\$61.55	\$64.63	\$67.86	\$71.25	\$74.82
Over 300 tonnes and up to 400 tonnes	p/w	\$2,261.34	\$2,374.41	\$2,493.13	\$2,617.79	\$2,748.68
	p/h	\$62.83	\$65.97	\$69.27	\$72.74	\$76.37
Over 400 tonnes and up to 500 tonnes	p/w	\$2,321.24	\$2,437.30	\$2,559.16	\$2,687.12	\$2,821.48
	p/h	\$64.49	\$67.72	\$71.10	\$74.66	\$78.39
Over 500 tonnes and up to 600 tonnes	p/w	\$2,397.65	\$2,517.54	\$2,643.41	\$2,775.58	\$2,914.36
	p/h	\$66.60	\$69.93	\$73.43	\$77.10	\$80.95
Over 600 tonnes and up to 700 tonnes	p/w	\$2,453.98	\$2,576.67	\$2,705.51	\$2,840.78	\$2,982.82
	p/h	\$68.17	\$71.57	\$75.15	\$78.91	\$82.86
Over 700 tonnes (+\$1.59 for every 100 tonnes above 700 tonnes)	p/w	\$2,514.46	\$2,640.18	\$2,772.19	\$2,910.80	\$3,056.34
	p/h	\$69.85	\$73.34	\$77.01	\$80.86	\$84.90
Rigger, dogman	p/w	\$1,887.73	\$1,982.12	\$2,081.22	\$2,185.29	\$2,294.55
	p/h	\$52.44	\$55.06	\$57.81	\$60.70	\$63.74

PILING CLASSIFICATIONS - RATES OF PAY							
Level	Occupations	From	1/07/2023	1/07/2024	1/07/2025	1/07/2026	1/07/2027
CW7	Senior Supervisor	p/w	\$2,162.38	\$2,270.50	\$2,384.02	\$2,503.23	\$2,628.39
		p/h	\$60.06	\$63.06	\$66.22	\$69.53	\$73.00
CW6	Working Supervisor	p/w	\$2,072.37	\$2,175.99	\$2,284.79	\$2,399.03	\$2,518.98
		p/h	\$57.56	\$60.44	\$63.46	\$66.63	\$69.97
CW5	Junior Supervisor	p/w	\$1,982.22	\$2,081.33	\$2,185.40	\$2,294.67	\$2,409.40
		p/h	\$55.06	\$57.82	\$60.71	\$63.74	\$66.93
CW4	Senior Foundation Operator (SFO)	p/w	\$1,904.25	\$1,999.46	\$2,099.43	\$2,204.41	\$2,314.63
		p/h	\$52.89	\$55.53	\$58.31	\$61.23	\$64.29
CW3	Foundation Operator (FO)	p/w	\$1,848.97	\$1,941.41	\$2,038.49	\$2,140.41	\$2,247.43
		p/h	\$51.37	\$53.93	\$56.63	\$59.46	\$62.44
CW3	Foundation Labourer - Skilled (FSL)	p/w	\$1,848.97	\$1,941.41	\$2,038.49	\$2,140.41	\$2,247.43
		p/h	\$51.37	\$53.93	\$56.63	\$59.46	\$62.44
CW2	Foundation Labourer 2 (FL2)	p/w	\$1,774.93	\$1,863.68	\$1,956.86	\$2,054.70	\$2,157.44
		p/h	\$49.31	\$51.77	\$54.36	\$57.08	\$59.93
CW1	Foundation Labourer 1 (FL1)	p/w	\$1,708.50	\$1,793.92	\$1,883.62	\$1,977.80	\$2,076.69
		p/h	\$47.45	\$49.82	\$52.31	\$54.93	\$57.68

## APPENDIX 2 -ALLOWANCES

ALLOWANCE TITLE	From Commencement	From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026	From 1/07/2027
Acid work	\$2.59	\$2.72	\$2.86	\$3.00	\$3.15	\$3.31
Asbestos	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Asbestos eradication	\$3.18	\$3.34	\$3.51	\$3.68	\$3.87	\$4.06
Bagging	\$0.90	\$0.95	\$0.99	\$1.04	\$1.09	\$1.15
Bitumen	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
laying or lifting other than standard bricks Over 5kg but under 9kg	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Over 9kg but under 18kg	\$1.77	\$1.86	\$1.95	\$2.05	\$2.15	\$2.26
18kg and over	\$2.47	\$2.59	\$2.72	\$2.86	\$3.00	\$3.15
Certificate allowance	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Cleaning down brickwork	\$0.91	\$0.96	\$1.00	\$1.05	\$1.11	\$1.16
Cold work	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Computing quantities	\$7.08	\$7.43	\$7.81	\$8.20	\$8.61	\$9.04
Confined spaces	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Cutting tiles	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Delegate Allowance	\$2.39	\$2.51	\$2.63	\$2.77	\$2.91	\$3.06
Dirty work	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Dry polishing of tiles	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Explosive power tools	\$2.32	\$2.44	\$2.56	\$2.69	\$2.82	\$2.96
First-aid attendant (minimum qualification) per day	\$4.15	\$4.36	\$4.58	\$4.80	\$5.04	\$5.30
Higher first aid cert. (per day)	\$6.55	\$6.88	\$7.22	\$7.58	\$7.96	\$8.36
Furnace work	\$2.57	\$2.70	\$2.83	\$2.98	\$3.12	\$3.28
Higher work- Painting trades	\$0.91	\$0.96	\$1.00	\$1.05	\$1.11	\$1.16
Hot work between 46-54 Degrees Celsius	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Health and Safety Representative Allowance	\$2.39	\$2.51	\$2.63	\$2.77	\$2.91	\$3.06
Exceeding 54 degrees	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Insulation	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Laser user and allowance (per day)	\$4.06	\$4.26	\$4.48	\$4.70	\$4.93	\$5.18
Living away from home allowance (per day)	\$83.03	\$87.18	\$91.54	\$96.12	\$100.92	\$105.97
Return trip transport Employee/tools (per return trip)	\$33.06	\$34.71	\$36.45	\$38.27	\$40.18	\$42.19
Leading hand not more than 1	\$0.76	\$0.80	\$0.84	\$0.88	\$0.92	\$0.97
Leading hand 2 and not more than 5	\$1.65	\$1.73	\$1.82	\$1.91	\$2.01	\$2.11
Leading hand 6 and not more than 10	\$2.10	\$2.21	\$2.32	\$2.43	\$2.55	\$2.68
Leading hand more than 10	\$2.79	\$2.93	\$3.08	\$3.23	\$3.39	\$3.56
Meal allowance (per instance)	\$20.34	\$21.36	\$22.42	\$23.55	\$24.72	\$25.96
Multi-storey (Height): commencement to 15th floor	\$1.38	\$1.45	\$1.52	\$1.60	\$1.68	\$1.76
ALLOWANCE TITLE	From	From	From	From	From	From

	Commencement	1/07/2023	1/07/2024	1/07/2025	1/07/2026	1/07/2027
Multi-storey (Height): 16th to 30th	\$1.64	\$1.72	\$1.81	\$1.90	\$1.99	\$2.09
Multi-storey (Height): 31st to 45th	\$2.55	\$2.68	\$2.81	\$2.95	\$3.10	\$3.25
Multi-storey (Height): 46th to 60th	\$3.30	\$3.47	\$3.64	\$3.82	\$4.01	\$4.21
Multi-storey (Height): 61st and onwards	\$4.03	\$4.23	\$4.44	\$4.67	\$4.90	\$5.14
Plaster or composition spray	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Power Tools	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Roof repairs	\$0.90	\$0.95	\$0.99	\$1.04	\$1.09	\$1.15
Roof repairs over 15 metres eaves pitch over 35 degrees	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Roof repairs over 15 metres eaves pitch over 40 degrees	\$1.76	\$1.85	\$1.94	\$2.04	\$2.14	\$2.25
Second hand timber (per day)	\$3.84	\$4.03	\$4.23	\$4.45	\$4.67	\$4.90
Slushing	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Spray application- Painters	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Swing scaffold (including Bosuns Chair) first 4 hours 0-15 storeys	\$7.08	\$7.43	\$7.81	\$8.20	\$8.61	\$9.04
Swing scaffold (including Bosuns Chair) after 4 hours 0-15 storeys	\$1.48	\$1.55	\$1.63	\$1.71	\$1.80	\$1.89
Swing scaffold (including Bosuns Chair) first 4 hours 16-30 storeys	\$9.11	\$9.57	\$10.04	\$10.55	\$11.07	\$11.63
Swing scaffold (including Bosuns Chair) after 4 hours 16-30 storeys	\$1.92	\$2.02	\$2.12	\$2.22	\$2.33	\$2.45
Swing scaffold (including Bosuns Chair) first 4 hours 31-45 storeys	\$10.78	\$11.32	\$11.88	\$12.48	\$13.10	\$13.76
Swing scaffold (including Bosuns Chair) after 4 hours 31-45 storeys	\$2.27	\$2.38	\$2.50	\$2.63	\$2.76	\$2.90
Swing scaffold (including Bosuns Chair) first 4 hours 46-60 storeys	\$17.66	\$18.54	\$19.47	\$20.44	\$21.47	\$22.54
Swing scaffold (including Bosuns Chair) after 4 hours 46-60 storeys	\$3.71	\$3.90	\$4.09	\$4.29	\$4.51	\$4.74
Swing scaffold (including Bosuns Chair) first 4 hours greater than 60 storeys	\$22.52	\$23.65	\$24.83	\$26.07	\$27.37	\$28.74
Swing scaffold (including Bosuns Chair) after 4 hours greater than 60 storeys	\$4.73	\$4.97	\$5.21	\$5.48	\$5.75	\$6.04
Tool Allowance: Artificial stoneworker, Stonemason, Carpenter and/or Joiner, Carver, Letter cutter, Marble and Slate Employee, Marker and Setter Out, Plumber, Special Class Tradesperson	\$2.45	\$2.57	\$2.70	\$2.84	\$2.98	\$3.13
Tool Allowance: Caster, Fixer, Floor layer specialist, Plasterer, Tiler	\$2.10	\$2.21	\$2.32	\$2.43	\$2.55	\$2.68
Tool Allowance: Bricklayer, Waterproofer	\$1.83	\$1.92	\$2.02	\$2.12	\$2.22	\$2.34
Tool Allowance: Roof Tilers, Slate Ridge, or Roof Fixer	\$1.40	\$1.47	\$1.54	\$1.62	\$1.70	\$1.79
Tool Allowance: Scaffolder, Rigger, Steelfixer, Concrete	\$0.90	\$0.95	\$0.99	\$1.04	\$1.09	\$1.15

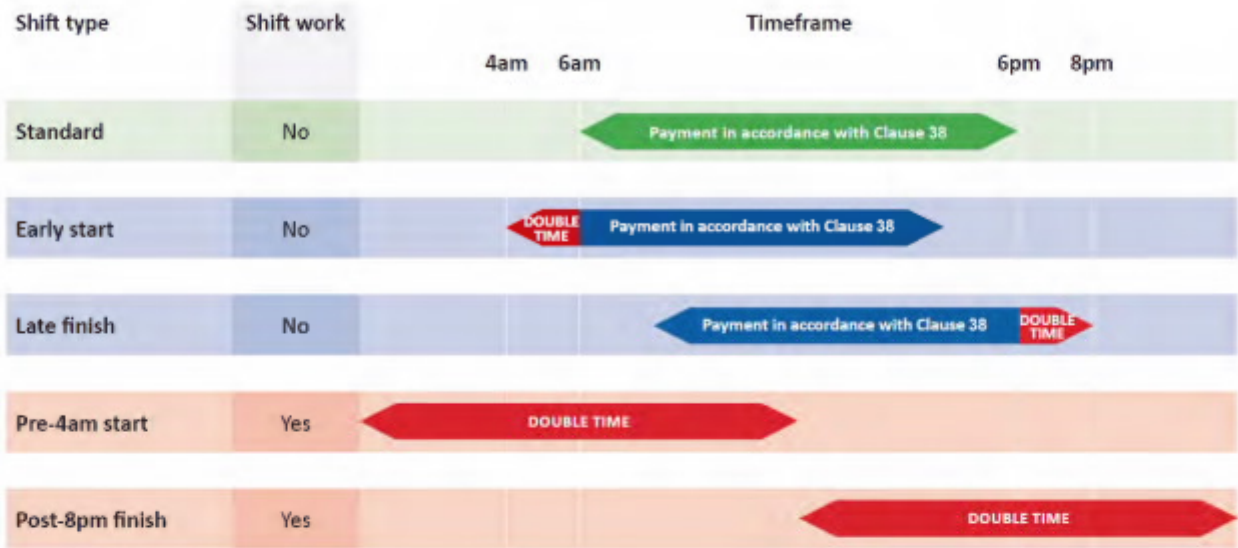
ALLOWANCE TITLE	From Commencement	From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026	From 1/07/2027
Tool Allowance: Painter, Glazier, Licensed Drainer, Signwriter	\$0.80	\$0.84	\$0.88	\$0.93	\$0.97	\$1.02
Towers allowance	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Toxic substances working in close proximity	\$1.24	\$1.30	\$1.37	\$1.44	\$1.51	\$1.58
Toxic substances (working with)	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Underground allowance (per week)	\$21.02	\$22.07	\$23.17	\$24.33	\$25.55	\$26.83
Underground allowance (per day or shift or part thereof)	\$4.23	\$4.44	\$4.66	\$4.90	\$5.14	\$5.40
Wet concrete or campo	\$0.90	\$0.95	\$0.99	\$1.04	\$1.09	\$1.15
Wet work	\$0.99	\$1.04	\$1.09	\$1.15	\$1.20	\$1.26
Transfers during working hours (per Km)	\$1.44	\$1.51	\$1.59	\$1.67	\$1.75	\$1.84

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

### TRAVEL ALLOWANCE EXPLANATORY DIAGRAM



## HOURS OF WORK EXPLANATORY DIAGRAM



APPENDIX 3 – RDO CALENDARS

2023 RDO CALENDAR

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

February						
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March						
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26	27	28	29	30	31	

April						
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23	24	25	26	27	28	29
30						

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

June						
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				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
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25	26	27	28	29	30	

July						
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23	24	25	26	27	28	29
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August						
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27	28	29	30	31		

September						
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October						
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29	30	31				

November						
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December						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

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



## 2024 RDO CALENDAR

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

February						
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March						
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24	25	26	27	28	29	30
31						

April						
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28	29	30				

May						
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12	13	14	15	16	17	18
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26	27	28	29	30	31	

June						
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30						

July						
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21	22	23	24	25	26	27
28	29	30	31			

August						
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September						
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October						
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November						
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December						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

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



## 2025 RDO CALENDAR

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

April						
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20	21	22	23	24	25	26
27	28	29	30			

May						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
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15	16	17	18	19	20	21
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29	30					

July						
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20	21	22	23	24	25	26
27	28	29	30	31		

August						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
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21	22	23	24	25	26	27
28	29	30				

October						
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November						
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23	24	25	26	27	28	29
30						

December						
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

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



## APPENDIX 4 – IMPAIRMENT POLICY

### 1. PRINCIPLES

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- 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

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- 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

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

- 3.1. Training & Awareness
  - (a) Extensive research has shown training and awareness of impairment related issues provides the most effective means of behavioural change and encourages better decision making. The two types of training in accordance with this policy to do this are:
    - (i) Workplace Impairment Training (WIT) - all workers onsite will do this training;
    - (ii) Preliminary Impairment Assessment (PIA) - HSRs, delegates and the PC's safety staff will undertake this training.
- 3.2. Testing

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

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

### 4. OBJECTIVES

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- 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

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### 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.**

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- 6.1. PC/Employer and Union shall agree on a policy start date.
- 6.2. Engagement of an agreed training and rehabilitation/treatment service providers.
- 6.3. Provision of on-going Workplace Impairment Training (WIT) and Preliminary Impairment Assessors training (PIA).
- 6.4. Ongoing promotion of this policy
- 6.5. A purpose of the policy and procedure is to provide protocols and procedures for workplace alcohol and other drug testing that are evidence-based, consistent with best practice, comply with relevant Australian Standards, and contribute to workplace safety and worker wellbeing.
- 6.6. The following drug and alcohol testing programs will be adopted:
  - (a) Self-testing;
  - (b) Random Shift testing;
  - (c) For-cause testing;
  - (d) Post-incident testing;
  - (e) Reasonable concern testing;
  - (f) Testing of Minors.
- 6.7. Any employee who is assessed as being impaired shall be advised to contact the rehabilitation/treatment provider.
- 6.8. The employee will be permitted to access personal leave in the first instance and then take accrued personal leave entitlements for the period of time they are accessing the treatment provider.
- 6.9. With the endorsement/acceptance of the Impairment Policy the Principle Contractor (PC) will undertake to not pass the implementation and cost of drug and alcohol testing to its subcontractors.
- 6.10. It will also ensure compliance with this policy as follows:
  - (a) Subcontractors will be contractually required to comply with this procedure as a condition of contract/EBA;
  - (b) All direct employees of the PC as a condition of their employment must agree to adhere to the terms and conditions of the impairment policy.
- 6.11. Notwithstanding anything else contained in the policy, the costs of all testing contained within this policy shall be borne by the PC unless otherwise specified in this document.

## 7. DEFINITION OF A WORKER

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- 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

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- 8.1. The training provider shall be the Workplace Impairment Officer or other agreed provider between the Union and the PC/employer. Impairment awareness training sessions will be delivered to all workers (including principle contractor workers), sub-contractors and labour hire workers at least once every two years.
- 8.2. In addition to the below training course outlines, principal contractors will be required to develop a site specific information session to be delivered as part of the site induction outlining their Drug and Alcohol testing procedures for the site.
- 8.3. The below requirements will be audited on an annual basis. Requirements for an approved training provider:
- (a) Must have previous experience delivering Workplace Impairment Training;
  - (b) Must consult with professional organisations to develop all training courses;
  - (c) Must be able to demonstrate a continuous improvement plan for each training course.
- 8.4. Trainers must have the following qualifications:
- (a) Cert IV in WHS;
  - (b) Cert IV in Training and Assessing (TAE);
  - (c) Nationally Accredited Course in On-Site Drug and Alcohol Testing;
- 8.5. All training must be delivered Face to Face (F2F).
- 8.6. Workplace Impairment Training (WIT)
- (a) WIT course must be a minimum of (2) hours in length and must cover the following topics:
    - (i) Australian Workplace Health and Safety construction statistics;
    - (ii) Overview of the Workplace Health and Safety Act, state specific;
    - (iii) Mental Health - discussing at length stress, anxiety and depression;
    - (iv) Fatigue - overview of causes and coping mechanisms;

- (v) Illness and Injury - management of illness and injury, legal requirements and rehabilitation process;
- (vi) Chemicals, Heat, Cold, and Noise and their abilities to cause impairment at work;
- (vii) Legal/Illegal Drugs and Alcohol - statistics on current usage, potential negative consequences to the workplace, workplace deaths and accidents associated with drug and alcohol use;
- (viii) Harm related to drug and alcohol use;
- (ix) Understanding what is a standard drink and how long this will stay in your system;
- (x) Detection rates for illegal drugs;
- (xi) Administering self-alcohol and drug tests;
- (xii) Information about EAP and the services they offer.

8.7. Preliminary Impairment Assessor (PIA)

- (a) PIA training must be a minimum of (4) hours in length and must cover the following topics:
    - (i) Understanding the signs of impairment;
    - (ii) Conflict resolution;
    - (iii) Skills to conduct an impairment Assessment;
    - (iv) Overview of what a PIA is;
    - (v) What are possible impairment factors;
    - (vi) Causes and symptoms of impairment;
    - (vii) Investigative skills.
  - (a) Training is not to be conducted in a lunchroom, unless there are multiple lunchrooms on site and:
    - (i) the training session will not interfere with workers wanting to use the room for smoko or lunch; or
    - (ii) the training session will not be interfered with by workers wanting to use the room in general.
- 8.8. No worker can be tested for drugs and/or alcohol unless they have been trained in this policy.

## 9. TESTING METHODS

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9.1. Alcohol Testing Method

Alcohol testing must only be done by use of an Accredited Breath Test device. The device must be calibrated and meet the minimum requirements of AS3547.

9.2. Drug Testing Method

Drug testing may only be performed by oral fluid testing;

9.3. The equipment used to perform the test shall be used, tested and calibrated to the manufacturer's instructions and certified to AS 4760 (Process for specimen collection and the detection and quantitation of drug in oral fluid);

- (a) The drug testing shall be conducted by an accredited person, following all of the chain of custody provisions;
  - (b) The test must be performed in accordance with AS 4760 (Procedures for specimen collection and the detection and quantitation of drugs in oral fluid).
- 9.4. As part of this policy with regards to Drug and Alcohol testing the following substances must be tested for:
- (a) Alcohol;
  - (b) Opiates;
  - (c) THC;
  - (d) Cocaine;
  - (e) Benzodiazepines;
  - (f) Amphetamine; and
  - (g) Methamphetamine

## **10. TESTING PROVIDER**

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- 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**

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- 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 -

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- 12.1. Workplaces -
- 12.2. On workplaces where the value of the Commonwealth’s contribution to the project that includes the building work is at least \$5,000,000, and represents at least 50% of the total construction project value or the Commonwealth’s contribution to the project that includes the building work is at least \$10,000,000 (irrespective of its proportion of the total construction project value) the following minimum testing requirements must be adhered to.
- 12.3. Alcohol - on the day of testing all workers onsite shall be required to submit a breath sample i.e. blanket testing.
- 12.4. Drugs -As a minimum, frequent periodic testing (at least once per month where required by law, at intervals required by the client or by mutual agreement by the PC/employer and the Union) of the workforce (both construction Workers and site office Workers) will be as follows:
- (a) where there are less than 30 Workers at a workplace – at least 10% of the workforce;
  - (b) where there are 30 to 100 Workers at a workplace – a minimum of 5 Workers; and
  - (c) where there are greater than 100 Workers at a workplace – a minimum of 10 Workers;
  - (d) The frequency of testing and the number of workers selected shall be increased in line with the escalation below where test results meet the criteria indicated:

Number of Workers	Criteria	Action
Less than 30 workers at a workplace	Confirmed positive results in 2 consecutive tests at the same workplace	Testing of 20% of workforce
30-100 workers at a workplace	Confirmed positive results for 3 or more workers in 2 consecutive testing rounds at the same workplace	Testing of 10 workers
Greater than 100 workers	Confirmed positive results for 6 or more workers in 2 consecutive testing rounds at the same workplace	Testing of 20 workers

- 12.5. The increased testing requirements shall continue until no Confirmed Positive test results are recorded for 2 consecutive testing periods.
- 12.6. Other jobs

On jobsites/workplaces where there is no Commonwealth contribution testing frequency will be agreed upon by mutual consent by the PC/Employer and the Union. Testing requirements will remain the same for all jobsites.

### **13. PRESCRIBED MEDICATIONS**

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- 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**

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- 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

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### 15.1. Alcohol

- (a) A worker who returns a negative alcohol test will be allowed to return to work with no record of the test kept. A worker who returns a positive result for alcohol (above 0.00mg/ml) will be deemed not fit work and will not be permitted to return to work;
- (b) When a worker tests positive to alcohol in their system the workers blood alcohol concentration (BAC) may be decreasing or it may be increasing. In the interests of safety the Workers will be directed to remain within the testing vicinity and they will be re-tested no sooner than 60 minutes after the original test;
- (c) If the second test result is 0.000% the test will be regarded as negative and the Worker may return to normal duties. A Positive Result Confirmatory Test will not be recorded in these circumstances;
- (d) If the later confirmatory test indicates a BAC of greater than 0.000% a Positive Result Confirmatory Test will be recorded;
- (e) Alcohol testing shall be carried out by an Authorised Testing Agent agreed upon by the PC/Employer and the Union. The following steps shall be undertaken:
  - (i) Details of the identity of the Worker to be tested shall be recorded including the workplace name, work area and their employer will be listed on a drug and alcohol testing record form by the independent Authorised Testing Agent:
  - (ii) Workers with a BAC of greater than zero (greater than 0.000%) shall discontinue any work activities and shall be directed to undertake a second test sixty (60) minutes after the first test and the results recorded on a Drug and Alcohol Testing record Form by the independent Authorised Testing Agent:
  - (iii) Where the second test indicates a level greater than 0.00% BAC the Worker will be further excluded from work duties for the remainder of the shift;
  - (iv) Where a Worker is to be sent home using their own transport this shall only be permitted if the blood alcohol concentration test result is below that prescribed

by applicable road transport legislation and has been determined as not rising for that Worker.

- (v) Note: If the Worker's blood alcohol concentration result is greater than or equal to 0.05% BAC, all reasonable assistance is to be afforded to ensure an affected Worker can make their way from the Workplace to a safe location without harm (e.g. taxi, lift from a friend or Supervisor).
- (vi) Contractors will be responsible for the management/arrangements for their employees in accordance with their own employment arrangements.
- (vii) Any Worker that is excluded from work duties for the remainder of a shift or sent home, must, before commencing work for their next shift undertake an alcohol breath test prior to commencing that shift. If the results are negative (0.00mg/ml) the Worker shall be allowed to commence work. If the Worker returns a positive test they will not be allowed to commence work, hence page 12 of this document, 15.1 Alcohol- d) will apply.

## 15.2. Drugs

- (a) A worker who returns a negative test will be allowed to return to work. A worker who returns a non-negative test result from their initial test (equal to or above the relevant cut-off levels of the substances referred to in AS 4760) will be deemed not fit for work and will not be allowed to return to work. (Benzodiazepine level to be provided by the prescribed testing laboratory);
- (b) Drug testing will be administered by the collection and analysis of an oral fluids specimen (saliva). Before conducting a drug test, the process used by the independent Authorised Testing Agent must be explained to the Worker providing the saliva sample;
- (c) Collecting and testing of saliva specimens shall be carried out by an Authorised Testing Agent, agreed upon by the PC/Employer and the Union, and confirmatory testing is to be carried out by a NATA accredited laboratory;
- (d) A Confirmatory Test will be required where a Non Negative Result Initial Test is recorded at the initial test. The handling of specimens taken for confirmatory testing is detailed in the process used by the Authorised Testing Agent and must be completed to Australian Standards;
- (e) Any worker attending the workplace under the influence of drugs or alcohol will be prohibited from entry. A worker returning to the workplace following their exclusion for a Positive Result Confirmatory test will be required to submit to a drug and alcohol test prior to commencing work and receive a Negative Result Initial Test for Drugs or Alcohol prior to commencing work.

## 16. FORMS OF TESTING

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### 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 imperative that the PC/Employer and the Union do not know on what day, or at what time the Authorised Testing Agent will conduct the tests;
- (b) It is a condition of entry for all Workers at any workplace to comply with any request to participate in random Drug and Alcohol testing as a condition of employment or contract. This means that all Workers attending or seeking to attend a workplace will be eligible for testing;
- (c) Testing for Alcohol or other Drugs for Workers shall be mandatory and will be undertaken at any time throughout the Worker's hours of work (including overtime) or at any time whilst at the workplace;
- (d) Individual Workers will be selected for drug testing using a simple random selection process. A random draw will be conducted using an Authorised Testing Agent independent software to randomise the selection of Workers for testing;
- (e) The random selection process includes the selection of Workers from across the entire workplace subject to the testing;
- (f) A Worker selected for testing will be required to present themselves for testing within a reasonable time. Random shift testing shall be conducted in a room which provides for privacy for the selected worker during testing; the requirements for this room are outlined in the Room Requirements section of this policy.

#### 16.3. For Cause Testing

- (a) An employer/supervisor may only request an employee to undertake for cause testing if:
  - (i) The employee has been involved in an accident or incident, or had the potential to, cause:
  - (ii) serious and major damage to mobile plant or property; or
  - (iii) an injury to themselves or other individual(s);or
  - (iv) Participation in a relevant and specific industry focus area when the worker is undertaking High Risk Work as identified by the employer and consistent with OHS legislation. Workers will be selected for testing using a random selection process nominated by the employer following a consultation process in line with OHS legislation.

#### 16.4. Post Incident Testing

- (a) After the occurrence of a significant incident/event at a workplace, all Workers involved in the incident may be required to undergo an initial Drug and Alcohol test.

- (b) Where a Worker(s) is to be tested following a significant incident/event they shall be supervised by an Employer Representative and Employee Representative continually from the time of the incident until they have completed all testing required.
- (c) Post Incident Testing will be conducted as soon as practical after the incident/event and when it is safe to do so.
- (d) An injured Worker who requires immediate medical attention may only be tested when it is appropriate and safe to do so. This will be determined by the Construction Manager, the HSR, Delegate and the relevant PIA in consultation with the attending medical practitioner. In such cases, where testing can be conducted while under medical care, a saliva testing process will be used.

#### 16.5. Reasonable Concern Testing

- (a) An employer may only request an employee to undertake reasonable concern testing if the following criteria are met:
  - (i) An observable phenomena occurs, which is:
    - a. the direct observation of the employee of use of, and/or the physical behavioural symptoms of being impaired by, alcohol; and/or
    - b. Unusual and/or inexplicable actions by the employee; or
  - (ii) There is evidence that the employee is involved in the use or possession of alcohol and/or other drugs while working; or
  - (iii) The employee has breached safety precautions or procedures.

#### 16.6. Testing of Minors

- (a) A letter of consent contained within the work experience and student placement procedure shall be signed by the parent or guardian of any worker who is a minor seeking to access a workplace where the Impairment Policy is in place, as a condition of entry to that workplace. Alternatively, an equivalent letter signed by the parent or guardian can be provided through the minor's employer/host employer.
- (b) Where a minor is selected for testing and:
  - (i) A letter of consent is held, then the provisions of this procedure shall apply; or
  - (ii) Where a letter of consent is not held, every effort will be made to contact the minor's parents/guardians to get verbal consent to participate in the testing procedure. If consent is given then the normal testing procedures will apply, if contact cannot be made and/or consent is not given then the minor will be excluded from any high risk activities or potentially excluded from site until consent is given.

### 17. REFUSAL TO TEST

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- 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**

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- 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**

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- 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**

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- 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**

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- 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**

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- 22.1. If a party believes that an amendment to the impairment policy is required, they shall request and organise a consultation meeting involving the Employer, the Union and any other relevant stakeholders.
- 22.2. The attendees shall seek to reach agreement on any proposed amendments.

- 22.3. No amendments shall be implemented unless agreement is reached by the Employer, the Union and the relevant stakeholders.
- 22.4. Employment Assistance Program (EAP)
- 22.5. The Employment Assistance Program (EAP) is an agreed independent, professional and confidential service that aims to provide employees with assistance when affected by personal or job related problems.
- 22.6. To have a successful Impairment Policy at the workplace, the Policy must address how those at the workplace, including employees of the principal contractor, subcontractors and their employees and others, will be required to comply with the Impairment Policy.
- 22.7. The below requirements will be audited on an annual basis of the employer:
- (a) Must be able to provide EAP support in all States, Territories and regional areas of Australia;
  - (b) Must outline in their Impairment Policy how workers who attend for work affected by drugs or alcohol will be counselled and assisted, apart from any disciplinary process that might apply;
  - (c) Must have a memorandum of understanding (MOU) with relevant stakeholders within treatment support areas;
  - (d) Provide support for their workers and their immediate families;
  - (e) Must be able to provide treatment services which must include the following:
    - (i) General counselling;
    - (ii) Drug and Alcohol counselling;
    - (iii) Drug and Alcohol detoxification services;
    - (iv) Drug and Alcohol rehabilitation services;
    - (v) Case Management services;
    - (vi) Psychology services;
  - (f) Must have a history of delivering support services to the Building and Construction Industry
  - (g) Must be able to develop and implement a plan to promote the impairment policy within the workplace

**APPENDIX 5 – AUDIT FORM**

EMPLOYER NAME: \_\_\_\_\_  
ABN NUMBER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PRINCIPAL NAME: \_\_\_\_\_  
PRINCIPAL TITLE: \_\_\_\_\_  
WORKCOVER POLICY NUMBER: \_\_\_\_\_  
Number of personnel: \_\_\_\_\_  
Overtime 1½x \_\_\_\_\_  
Overtime 2x \_\_\_\_\_  
Base Hourly Rate \_\_\_\_\_  
Fares & Travel \_\_\_\_\_  
BUSSQ (Superannuation):       Yes       No  
BERT:       Yes       No  
BEWT:       Yes       No  
CIPQ:       Yes       No  
RDO Accrual:       Yes       No  
Annual Leave:       Yes       No  
Sick Leave:       Yes       No  
PSSL:       Yes       No  
Group Tax:       Yes       No

STATUTORY DECLARATION BY PRINCIPAL: I hereby state that the Employer has paid all of its entitlements and legal obligations in accordance with the appropriate industrial instrument.

..... PRINCIPAL

AUTHORISED BY CPA/INSTITUTE OF CHARTERED ACCOUNTANTS

EMPLOYER NAME:

NAME OF ACCOUNTANT:

REGISTRATION DETAILS

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

..... CERTIFIED PRACTISING ACCOUNTANT

## APPENDIX 6 - CALCULATION OF SUPERANNUATION

The rates as calculated under Superannuation in this Agreement have been calculated using the agreed industry formula as follows:

### Employer Contribution

12% of the sum of:

CW3 – Carpenters rate (36 hours);

Site allowance p/h (\$50m project);

leading hand rate (2-5) p/h; and

fares and travel 5-day week.

### Co-contribution

CW3 – Carpenters rate (36 hours);

Site allowance p/h (\$50m project);

leading hand rate (2-5) p/h; and

fares and travel 5-day week.

**Rosenlund Contractors**

# **Contract of Employment**

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**Trent Broadhurst**

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## **The Parties**

### **Rosenlund Contractors Pty Ltd ABN 65 067 972 034**

of 45 Wentworth Place, Banyo QLD 4014 (the "Employer")

and

### **Trent Broadhurst**

of [REDACTED] (the "Employee")

## **Background**

A The Employer is to employ the Employee on the terms set out in this Contract.

## **Operative terms**

### **Your position**

- 1 You are employed as a CW4 Union Delegate on a permanent basis for the Toombul Shopping Center demolition project for a period of 2 months.
- 2 The EBA will apply to your employment and will prevail to the extent of any inconsistency between this Contract and the EBA.

### **Your job description**

- 3 Your Job Description sets out your role. The Job Description is attached at the back of this document. However, from time to time, your Employer may also require you to carry out additional or alternative duties to your normal job. That may involve you working for other companies or businesses connected to your Employer. If that happens, then:
  - 3.1 you will continue to be employed and paid by your Employer, and
  - 3.2 you will remain both under your Employer's day to day control and bound by its rules (unless it tells you otherwise).

### **Your duties**

- 4 You must:
  - 4.1 lawfully perform the Duties to the Employer's satisfaction;
  - 4.2 be accountable to the Employer and carry out all lawful directions of the Employer;
  - 4.3 try to promote and develop your Employer's organisation and interests at all times;
  - 4.4 always follow your Employer's rules, policies and procedures as in force; and
  - 4.5 always act with consideration for the needs of your colleagues and of your Employer's clients.
- 5 You agree that the terms of any of the Employer's policies are not incorporated as terms of this Contract. However, you must abide by them because they are lawful and reasonable directions of the Employer.

### **Limit on your authority**

- 6 You do not have authority to enter into any contracts or agreements on your Employer's behalf — unless your Employer has given you relevant authority in advance.

### **Start of your employment under this contract**

- 7 The terms of this Contract apply to your employment on and from the Commencement Date.

### **Your pay**

- 8 Your pay in accordance with pay scales in the EBA.

### **Superannuation**

- 9 On your behalf, we will pay your Superannuation at the rate required to comply with the EBA. If you do not nominate a complying superannuation fund, then your Employer will pay the Superannuation on your behalf to BUSS(Q).
- 10 We will also arrange your salary sacrifice co-contribution in accordance with the EBA.

### **Reimbursing your expenses**

- 11 Your Employer will reimburse you for any reasonable and necessary out-of-pocket expenses you spend in carrying out your duties — as long as:
- 11.1 the Employer has authorised you to incur the expense;
  - 11.2 you have complied with your Employer's requirements for incurring the expenses; and
  - 11.3 you produce evidence of the expenses in a form your Employer requires.

### **Your annual leave entitlement**

- 12 Each year, you are entitled to annual leave in accordance with the EBA and the *Fair Work Act 2009*.

### **Rostered days off**

- 13 You are entitled to rostered days off in accordance with the EBA.

### **Personal/Carer's Leave**

- 14 You are entitled to paid personal leave in accordance with the EBA.

### **Long service leave**

- 15 You are entitled to long service leave in accordance with the EBA and the law.

### **Parental leave**

- 16 You are entitled to up to 12 months unpaid parental leave in accordance with the *Fair Work Act 2009*, plus you may be entitled to request extended parental leave of up to a further 12 months, if permitted under the *Fair Work Act 2009*.
- 17 You are entitled to paid parental leave in accordance with the *Paid Parental Leave Act 2010*.

## **Your leave entitlements**

- 18 The leave entitlements in clauses 12 to 17 are subject to the notice and evidence requirements of the *Fair Work Act 2009* and the EBA.

## **Medical Assessment**

- 19 You agree the Employer may require you to be examined or assessed by a medical practitioner of your choosing. You must comply with any directions in relation to any examination or assessment.

## **Limit on your other employment or activity**

- 20 During your employment, you must not without first having your Employer's written approval, engage in:
- 20.1 any other business or employment; or,
  - 20.2 any activity that conflicts or is likely to conflict with the interests of your Employer, the requirements of your position or the ability to perform your duties.
- 21 Your Employer will not consent to you doing the other work under clause 20 if the other work is likely:
- 21.1 to have an adverse effect on your ability to do your job for your Employer.
  - 21.2 to bring your Employer into disrepute.

## **Privacy**

- 22 During your employment, you agree not to:
- 22.1 collect personal information from other people; or to
  - 22.2 use or reveal personal information you have gained about other people,
  - 22.3 unless doing so is in accordance with applicable privacy laws and the Employer's policies and is either:
  - 22.4 necessary to perform the Employee's Duties; or
  - 22.5 authorised by the Employer.
- 23 You agree that to the extent permitted, and in the way allowed, by law, your Employer may monitor your use of its communication systems (including telephone, facsimile, email and the internet) and agree that your use of that system is not private.

## **Your health and safety**

- 24 Your Employer will endeavour to take reasonable steps to ensure your health safety and welfare while you are at work. You must take reasonable care of your own health and safety and take care not to adversely affect the health and safety of others.
- 25 You must familiarise yourself with and comply with your Employer's Health & Safety Policy which is available from the Employer.

## **You resigning**

- 26 If you want to resign from your employment, then you need to give your Employer in accordance with the law.

27 Your employer may pay you in lieu of notice for all or any part of the notice period.

### Termination

28 Your Employer may terminate your employment by giving you the written notice required under the National Employment Standards as shown in this table:

<b>Employee's period of continuous service with the employer at the end of the day that notice is given</b>	<b>Period</b>
Not more than a year	One Week
More than one year but less than three years	Two Weeks
More than three years but less than five years	Three Weeks
More than five years	Four Weeks

28.1 If you are over 45 and have completed two years of continuous service, then under the National Employment Standards, you will be entitled to an additional week of notice.

### Employer may pay you in lieu of notice

29 Your Employer may pay you a sum in lieu of notice for all or any part of the notice period.

30 The sum paid will be calculated at your full rate of pay for the hours you would have worked had your employment continued until the end of the notice period.

### Termination without notice

31 Your Employer may also terminate your employment immediately without either notice or a payment in lieu of notice if:

31.1 you are charged with or found guilty of having committed any criminal offence which in the reasonable opinion of your Employer may bring your Employer into disrepute or seriously impair your ability to carry out your Duties; or

31.2 you are negligent in carrying out the Duties; or,

31.3 you commit an act of misconduct; or

31.4 you breach a term of this Contract; or

31.5 you fail or refuse to obey any reasonable and authorised instruction regarding the performance of the Duties; or

31.6 you misuse the property of your Employer, commit an act of dishonesty or fraud, breach the obligations of confidentiality or conflict of interest, or breach a restrictive covenant;

31.7 you breach your Employer's policies in relation to matters including occupational health and safety, anti-discrimination or the use of electronic equipment.

### Use and return of employer property

32 You acknowledge that the Employer's machinery and other equipment remain the property of the Employer.

- 33 You agree to use this property only for the purpose of carrying out the Duties that have been assigned to you by this Agreement, and in accordance with the Employer's policies in force at the time.
- 34 If you use any of your Employer's equipment or property, then you must take all reasonable steps to maintain it in good condition and to prevent its loss or theft.
- 35 If through negligence you cause any damage to your Employer's property or equipment, then you agree:
- 35.1 you are responsible for the damage caused; and
  - 35.2 your Employer may, subject to law, deduct these sums from any amount it owes to you.
- 36 If your employment is ended or at an earlier request of your Employer, you must return:
- 36.1 all documents, records, Employer or customer information, keys, access passes, phones, vehicles or computers of the Employer;
  - 36.2 all documents and other media which contain Confidential Information (in hard or electronic format); and
  - 36.3 all other property of the Employer in your possession including duplicate copies of documents or information whether in hard copy or electronic or other format.
- 37 If your employment ends, then you must not delete, destroy, remove or alter any Employer property data, including but not limited to, documents, records, Employer or client information, and Confidential Information.
- 38 If your employment ends and you fail to return any property or equipment in your possession, then your Employer may, subject to law, deduct the equivalent value from any amount it owes to you.

### **Your Contract**

- 39 This Contract of Employment will overrule any inconsistent provision in your Employer's HR Manual.

### **Changing and replacing the contract**

- 40 This document may only be replaced by a document signed and approved by you and your Employer.
- 41 You and your Employer may only make changes to the contract if you both agree in writing to do so.

### **Entire agreement**

- 42 Any previous negotiations, understandings, representations, warranties and commitments relating to or affecting your employment are of no effect, because this Contract replaces them.

### **Governing Law**

- 43 This agreement is governed by the laws of Queensland and subject to the jurisdiction of the courts in Queensland.

## Definitions

44 In this agreement:

**Commencement Date** means 19/03/2024.

**Duties** means your duties and responsibilities set out in **Schedule 1** of this contract.

**EBA** means the ROSENLUND CONTRACTORS PTY LTD AND CFMEU UNION COLLECTIVE AGREEMENT 2020–2022 or if superseded the more recent EBA will apply.

45 By signing this document, you confirm that you have read, understood and agreed to all of it, including the Schedule.

## Execution

Executed by  
Rosenlund Contractors Pty Ltd  
ABN 65 067 972 034, in accordance with  
section 127(1) of the *Corporations Act 2001*  
(Cwth):

---

Managing Director

Signed by  
Trent Broadhurst

---

Signature of employee

## **Schedule 1**

### **Job Description – Trent Broadhurst**

**Job Title**                      Union Delegate

#### **Main duties and responsibilities**

As described in CFMEU documentation.

This Job Description is not exhaustive.

Company: Rosenlund Contractors Pty Ltd  
 ABN: 65067972034  
 Employee: 000154 Broadhurst, Trent  
 Pay Point: CNT  
 Employed: Rosenlund EBA 2022

Paid From: 20-Mar-2024  
 Paid To: 26-Mar-2024  
 Payment Date: 27-Mar-2024  
 Processed: 27-Mar-2024  
 Run No: 723



Super: payment to fund expected on or before

Reprinted

BSB	Account #	Amount
██████	██████	\$1,982.00

Welcome to Rosenlund Group.

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$2,744.64	\$21.36	\$2,766.00	\$784.00	\$0.00	\$1,982.00

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
Base Hourly	33.0000	Hours	\$56.6900	\$1,870.77		
Overtime (1.5x)	2.0000	Hours	\$56.6900	\$170.07		
Overtime (2x)	1.0000	Hours	\$56.6900	\$113.38		
Travel Allowance (\$)	5.0000	Days	\$55.0000	\$275.00		
Union Delegate	43.0000	Hours	\$2.5100	\$107.93		
Meal Allowance (\$22.42)	1.0000	Each	\$21.3600	\$21.36		
Crib M-F	1.0000	Hours	\$56.6900	\$37.42		
Inclement Weather	7.0000	Hours	\$56.6900	\$396.83		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$56.6900	-\$226.76		
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
Buss (Q) (Employer) %	11.0000	Percent	\$1.0000	\$254.74		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$82.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.00		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$47.00		

Company: Rosenlund Contractors Pty Ltd  
 ABN: 65067972034  
 Employee: 000154 Broadhurst, Trent  
 Pay Point: CNT  
 Employed: Rosenlund EBA 2022

Paid From: 27-Mar-2024  
 Paid To: 2-Apr-2024  
 Payment Date: 3-Apr-2024  
 Processed: 3-Apr-2024  
 Run No: 724



Super: payment to fund expected on or before

Reprinted

BSB	Account #	Amount
██████	██████	\$1,693.24

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$2,306.24	\$0.00	\$2,306.24	\$613.00	\$0.00	\$1,693.24

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
Travel Allowance (\$)	3.0000	Days	\$55.0000	\$165.00		
Union Delegate	40.0000	Hours	\$2.5100	\$100.40		
Inclement Weather	16.0000	Hours	\$56.6900	\$907.04		
Public Holiday	16.0000	Hours	\$56.6900	\$907.04		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$56.6900	-\$226.76		
RDO Paid	8.0000	Hours	\$56.6900	\$453.52		
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
Buss (Q) (Employer) %	11.0000	Percent	\$1.0000	\$242.64		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$82.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.00		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$47.00		

Company: Rosenlund Contractors Pty Ltd  
 ABN: 65067972034  
 Employee: 000154 Broadhurst, Trent  
 Pay Point: CNT  
 Employed: Rosenlund EBA 2022

Paid From: 3-Apr-2024  
 Paid To: 9-Apr-2024  
 Payment Date: 10-Apr-2024  
 Processed: 10-Apr-2024  
 Run No: 725



Super: payment to fund expected on or before

Reprinted

BSB	Account #	Amount
██████	██████	\$1,888.69

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$2,591.33	\$21.36	\$2,612.69	\$724.00	\$0.00	\$1,888.69

Payments	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
Base Hourly	13.0000	Hours	\$56.6900	\$736.97		
Overtime (1.5x)	2.0000	Hours	\$56.6900	\$170.07		
Travel Allowance (\$)	5.0000	Days	\$55.0000	\$275.00		
Union Delegate	42.0000	Hours	\$2.5100	\$105.42		
Meal Allowance (\$22.42)	1.0000	Each	\$21.3600	\$21.36		
<b>Leave</b>						
RDO Accrual	-4.0000	Hours	\$56.6900	-\$226.76		
Personal (Sick) Leave	3.0000	Hours	\$56.6900	\$170.07		
RDO Paid	24.0000	Hours	\$56.6900	\$1,360.56		
<b>Employer Paid</b>						
Buss (Q) (Employer) %	11.0000	Percent	\$1.0000	\$254.74		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$82.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.00		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: Rosenlund Contractors Pty Ltd  
 ABN: 65067972034  
 Employee: 000154 Broadhurst, Trent  
 Pay Point: CNT  
 Employed: Rosenlund EBA 2022

Paid From: 10-Apr-2024  
 Paid To: 16-Apr-2024  
 Payment Date: 17-Apr-2024  
 Processed: 17-Apr-2024  
 Run No: 727



Super: payment to fund expected on or before

Reprinted

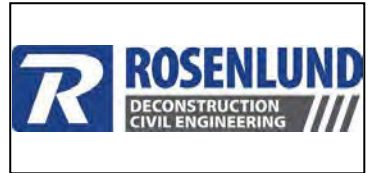
BSB	Account #	Amount
██████	██████	\$1,813.79

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$2,503.79	\$0.00	\$2,503.79	\$690.00	\$0.00	\$1,813.79

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
Base Hourly	40.0000	Hours	\$56.6900	\$2,267.60		
Overtime (1.5x)	1.0000	Hours	\$56.6900	\$85.04		
Travel Allowance (\$)	5.0000	Days	\$55.0000	\$275.00		
Union Delegate	41.0000	Hours	\$2.5100	\$102.91		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$56.6900	-\$226.76		
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
Buss (Q) (Employer) %	11.0000	Percent	\$1.0000	\$254.74		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$82.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.00		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: Rosenlund Contractors Pty Ltd  
 ABN: 65067972034  
 Employee: 000154 Broadhurst, Trent  
 Pay Point: CNT  
 Employed: Rosenlund EBA 2022

Paid From: 17-Apr-2024  
 Paid To: 23-Apr-2024  
 Payment Date: 24-Apr-2024  
 Processed: 24-Apr-2024  
 Run No: 728



Page 1 of 1

Super: payment to fund expected on or before

Reprinted

BSB	Account #	Amount
██████	██████	\$2,145.36

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$3,047.36	\$0.00	\$3,047.36	\$902.00	\$0.00	\$2,145.36

Payments	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
Base Hourly	23.0000	Hours	\$56.6900	\$1,303.87		
Overtime (1.5x)	2.0000	Hours	\$56.6900	\$170.07		
Overtime (2x)	8.0000	Hours	\$56.6900	\$907.04		
Base Hourly	8.0000	Hours	\$0.0001	\$0.00		
<i>Accrual item for nightshift (22.04.24pm to 23.04.24am)</i>						
Travel Allowance (\$)	5.0000	Days	\$55.0000	\$275.00		
Union Delegate	43.0000	Hours	\$2.5100	\$107.93		
Inclement Weather	1.0000	Hours	\$56.6900	\$56.69		
<b>Leave</b>	<b>Hrs/Units</b>	<b>U.O.M</b>	<b>Pay Rate</b>	<b>Amount</b>	<b>Start</b>	<b>Finish</b>
RDO Accrual	-4.0000	Hours	\$56.6900	-\$226.76		
Personal (Sick) Leave	8.0000	Hours	\$56.6900	\$453.52		
<b>Employer Paid</b>	<b>Hrs/Units</b>	<b>U.O.M</b>	<b>Pay Rate</b>	<b>Amount</b>		
Buss (Q) (Employer) \$	1.0000	Each	\$248.6900	\$248.69		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$82.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.00		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

**Company:** Rosenlund Contractors Pty Ltd  
**ABN:** 65067972034  
**Employee:** 000154 Broadhurst, Trent  
**Pay Point:** CNT  
**Employed:** Rosenlund EBA 2022

**Paid From:** 24-Apr-2024  
**Paid To:** 30-Apr-2024  
**Payment Date:** 1-May-2024  
**Processed:** 1-May-2024  
**Run No:** 729



Page 1 of 1

**Super:** payment to fund expected on or before

**Reprinted**

BSB	Account #	Amount
██████	██████	\$1,561.36

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$2,104.36	\$0.00	\$2,104.36	\$543.00	\$0.00	\$1,561.36

Payments	Hrs/Units	U.O.M	Pay Rate	Amount
Base Hourly	28.0000	Hours	\$56.6900	\$1,587.32
Travel Allowance (\$)	4.0000	Days	\$55.0000	\$220.00
Union Delegate	28.0000	Hours	\$2.5100	\$70.28
Public Holiday	8.0000	Hours	\$56.6900	\$453.52

Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$56.6900	-\$226.76		
Leave Without Pay	4.0000	Hours	\$0.0001	\$0.00		

Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount
Buss (Q) (Employer) %	11.0000	Percent	\$1.0000	\$223.75
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$82.00
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.00
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00

Company: Rosenlund Contractors Pty Ltd  
 ABN: 65067972034  
 Employee: 000154 Broadhurst, Trent  
 Pay Point: CNT  
 Employed: Rosenlund EBA 2022

Paid From: 1-May-2024  
 Paid To: 7-May-2024  
 Payment Date: 8-May-2024  
 Processed: 8-May-2024  
 Run No: 730



Page 1 of 1

Super: payment to fund expected on or before

Reprinted

BSB	Account #	Amount
██████	██████	\$1,881.47

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$2,580.11	\$21.36	\$2,601.47	\$720.00	\$0.00	\$1,881.47

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
Base Hourly	32.0000	Hours	\$56.6900	\$1,814.08		
Overtime (1.5x)	2.5000	Hours	\$56.6900	\$212.59		
Travel Allowance (\$)	4.0000	Days	\$55.0000	\$220.00		
Union Delegate	42.5000	Hours	\$2.5100	\$106.68		
Meal Allowance (\$22.42)	1.0000	Each	\$21.3600	\$21.36		
Public Holiday	8.0000	Hours	\$56.6900	\$453.52		
<b>Leave</b>	<b>Hrs/Units</b>	<b>U.O.M</b>	<b>Pay Rate</b>	<b>Amount</b>	<b>Start</b>	<b>Finish</b>
RDO Accrual	-4.0000	Hours	\$56.6900	-\$226.76		
<b>Employer Paid</b>	<b>Hrs/Units</b>	<b>U.O.M</b>	<b>Pay Rate</b>	<b>Amount</b>		
Buss (Q) (Employer) %	11.0000	Percent	\$1.0000	\$248.69		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$82.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.00		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: Rosenlund Contractors Pty Ltd  
 ABN: 65067972034  
 Employee: 000154 Broadhurst, Trent  
 Pay Point: CNT  
 Employed: Rosenlund EBA 2022

Paid From: 8-May-2024  
 Paid To: 14-May-2024  
 Payment Date: 15-May-2024  
 Processed: 15-May-2024  
 Run No: 731



Page 1 of 1

Super: payment to fund expected on or before

Reprinted

BSB	Account #	Amount
██████	██████	\$1,661.71

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$2,225.35	\$21.36	\$2,246.71	\$585.00	\$0.00	\$1,661.71

Payments	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
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Base Hourly	32.0000	Hours	\$56.6900	\$1,814.08		
Overtime (1.5x)	3.0000	Hours	\$56.6900	\$255.10		
Travel Allowance (\$)	5.0000	Days	\$55.0000	\$275.00		
Union Delegate	43.0000	Hours	\$2.5100	\$107.93		
Meal Allowance (\$22.42)	1.0000	Each	\$21.3600	\$21.36		

Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
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RDO Accrual	-4.0000	Hours	\$56.6900	-\$226.76		
Leave Without Pay	8.0000	Hours	\$0.0001	\$0.00		

*Insufficient RDO hours for 13.05.24 RDO*

Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount
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Buss (Q) (Employer) %	11.0000	Percent	\$1.0000	\$216.73
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$82.00
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.00
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00

Company: Rosenlund Contractors Pty Ltd  
 ABN: 65067972034  
 Employee: 000154 Broadhurst, Trent  
 Pay Point: CNT  
 Employed: Rosenlund EBA 2022

Paid From: 15-May-2024  
 Paid To: 21-May-2024  
 Payment Date: 22-May-2024  
 Processed: 22-May-2024  
 Run No: 732



Super: payment to fund expected on or before

Reprinted

BSB	Account #	Amount
██████	██████	\$1,722.97

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$2,354.97	\$0.00	\$2,354.97	\$632.00	\$0.00	\$1,722.97

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
Base Hourly	4.0000	Hours	\$56.6900	\$226.76		
Travel Allowance (\$)	1.0000	Days	\$55.0000	\$55.00		
Union Delegate	40.0000	Hours	\$2.5100	\$100.40		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$56.6900	-\$226.76		
Personal (Sick) Leave	20.0000	Hours	\$56.6900	\$1,133.80		
Annual Leave	16.0000	Hours	\$56.6900	\$907.04		
Annual Leave Loading - Taxed	1.0000	Each	\$158.7320	\$158.73		
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
Buss (Q) (Employer) %	11.0000	Percent	\$1.0000	\$259.05		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$82.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.00		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: Rosenlund Contractors Pty Ltd  
 ABN: 65067972034  
 Employee: 000154 Broadhurst, Trent  
 Pay Point: CNT  
 Employed: Rosenlund EBA 2022

Paid From: 22-May-2024  
 Paid To: 28-May-2024  
 Payment Date: 29-May-2024  
 Processed: 29-May-2024  
 Run No: 733



Super: payment to fund expected on or before

Reprinted

BSB	Account #	Amount
██████	██████	\$669.42

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$761.42	\$0.00	\$761.42	\$92.00	\$0.00	\$669.42

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
Union Delegate	12.0000	Hours	\$2.5100	\$30.12		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-1.2000	Hours	\$56.6900	-\$68.03		
Annual Leave	12.0000	Hours	\$56.6900	\$680.28		
<i>Annual Leave balance exhausted during pay period.</i>						
Annual Leave Loading - Taxed	1.0000	Each	\$119.0490	\$119.05		
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
Buss (Q) (Employer) %	11.0000	Percent	\$1.0000	\$83.76		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$82.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.00		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: Rosenlund Contractors Pty Ltd  
 ABN: 65067972034  
 Employee: 000154 Broadhurst, Trent  
 Pay Point: CNT  
 Employed: Rosenlund EBA 2022

Paid From: 29-May-2024  
 Paid To: 4-Jun-2024  
 Payment Date: 5-Jun-2024  
 Processed: 5-Jun-2024  
 Run No: 734



Page 1 of 1

Super: payment to fund expected on or before

Reprinted

BSB	Account #	Amount
██████	██████	\$500.70

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$546.70	\$0.00	\$546.70	\$46.00	\$0.00	\$500.70

Payments	Hrs/Units	U.O.M	Pay Rate	Amount
Base Hourly	8.0000	Hours	\$56.6900	\$453.52
Travel Allowance (\$)	1.0000	Days	\$55.0000	\$55.00
Union Delegate	9.0000	Hours	\$2.5100	\$22.59

Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-0.9000	Hours	\$56.6900	-\$51.02		
Annual Leave	1.0000	Hours	\$56.6900	\$56.69		
<i>Annual Leave balance exhausted during pay period</i>						
Annual Leave Loading - Taxed	1.0000	Each	\$9.9208	\$9.92		

Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount
Buss (Q) (Employer) %	11.0000	Percent	\$1.0000	\$60.14
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$82.00
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.00
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00

Company: Rosenlund Contractors Pty Ltd  
 ABN: 65067972034  
 Employee: 000154 Broadhurst, Trent  
 Pay Point: CNT  
 Employed: Rosenlund EBA 2022

Paid From: 5-Jun-2024  
 Paid To: 11-Jun-2024  
 Payment Date: 12-Jun-2024  
 Processed: 12-Jun-2024  
 Run No: 735



Super: payment to fund expected on or before

Reprinted

BSB	Account #	Amount
██████	██████	\$1,726.24

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$2,361.24	\$0.00	\$2,361.24	\$635.00	\$0.00	\$1,726.24

Payments	Hrs/Units	U.O.M	Pay Rate	Amount
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Base Hourly	16.0000	Hours	\$56.6900	\$907.04
Travel Allowance (\$)	4.0000	Days	\$55.0000	\$220.00
Union Delegate	40.0000	Hours	\$2.5100	\$100.40
Base Hourly	4.0000	Hours	\$56.6900	\$226.76

\*11.06.24 site issue

Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
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RDO Accrual	-4.0000	Hours	\$56.6900	-\$226.76		
Personal (Sick) Leave	12.0000	Hours	\$56.6900	\$680.28		
RDO Paid	8.0000	Hours	\$56.6900	\$453.52		

Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount
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Buss (Q) (Employer) %	11.0000	Percent	\$1.0000	\$259.74
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$82.00
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.00
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00

Company: Rosenlund Contractors Pty Ltd  
 ABN: 65067972034  
 Employee: 000154 Broadhurst, Trent  
 Pay Point: CNT  
 Employed: Rosenlund EBA 2022

Paid From: 12-Jun-2024  
 Paid To: 18-Jun-2024  
 Payment Date: 19-Jun-2024  
 Processed: 19-Jun-2024  
 Run No: 736



Super: payment to fund expected on or before

Reprinted

BSB	Account #	Amount
██████	██████	\$979.22

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,216.22	\$0.00	\$1,216.22	\$237.00	\$0.00	\$979.22

Payments	Hrs/Units	U.O.M	Pay Rate	Amount
Base Hourly	20.0000	Hours	\$56.6900	\$1,133.80
Overtime (1.5x)	0.5000	Hours	\$56.6900	\$42.52
Travel Allowance (\$)	3.0000	Days	\$55.0000	\$165.00
Union Delegate	40.5000	Hours	\$2.5100	\$101.66

Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$56.6900	-\$226.76		
Leave Without Pay	20.0000	Hours	\$0.0001	\$0.00		

*Insufficient personal leave balance to pay the sick leave during the pay period.*

Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount
Buss (Q) (Employer) %	11.0000	Percent	\$1.0000	\$129.11
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$82.00
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.00
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00

Company: Rosenlund Contractors Pty Ltd  
 ABN: 65067972034  
 Employee: 000154 Broadhurst, Trent  
 Pay Point: CNT  
 Employed: Rosenlund EBA 2022

Paid From: 12-Jun-2024  
 Paid To: 18-Jun-2024  
 Payment Date: 20-Jun-2024  
 Processed: 20-Jun-2024  
 Run No: 737



Super: payment to fund expected on or before

BSB	Account #	Amount
██████	██████	\$430.31

Reprinted

Payrun fixup for previous payrun.

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$448.31	\$0.00	\$448.31	\$18.00	\$0.00	\$430.31

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
Base Hourly	5.0000	Hours	\$56.6900	\$283.45		
<i>13.06.24 incorrectly paid as personal leave.</i>						
Overtime (1.5x)	0.5000	Hours	\$56.6900	\$42.52		
Travel Allowance (\$)	1.0000	Days	\$55.0000	\$55.00		
Union Delegate	6.5000	Hours	\$2.5100	\$16.32		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-0.1000	Hours	\$56.6900	-\$5.67		
Leave Without Pay	-5.0000	Hours	\$0.0001	\$0.00		
Personal (Sick) Leave	1.0000	Hours	\$56.6900	\$56.69		
<i>Balance of personal leave paid</i>						
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
Buss (Q) (Employer) %	11.0000	Percent	\$1.0000	\$44.64		

Company: Rosenlund Contractors Pty Ltd  
 ABN: 65067972034  
 Employee: 000154 Broadhurst, Trent  
 Pay Point: CNT  
 Employed: Rosenlund EBA 2022

Paid From: 19-Jun-2024  
 Paid To: 25-Jun-2024  
 Payment Date: 26-Jun-2024  
 Processed: 26-Jun-2024  
 Run No: 739



Super: payment to fund expected on or before

Reprinted

BSB	Account #	Amount
██████	██████	\$1,813.79

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$2,503.79	\$0.00	\$2,503.79	\$690.00	\$0.00	\$1,813.79

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
Base Hourly	36.0000	Hours	\$56.6900	\$2,040.84		
Overtime (1.5x)	1.0000	Hours	\$56.6900	\$85.04		
Travel Allowance (\$)	5.0000	Days	\$55.0000	\$275.00		
Union Delegate	41.0000	Hours	\$2.5100	\$102.91		
Base Hourly	4.0000	Hours	\$56.6900	\$226.76		
<a href="#">Site Issues 21.06.24</a>						
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$56.6900	-\$226.76		
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
Buss (Q) (Employer) %	11.0000	Percent	\$1.0000	\$266.06		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$82.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.00		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: Rosenlund Contractors Pty Ltd  
 ABN: 65067972034  
 Employee: 000154 Broadhurst, Trent  
 Pay Point: CNT  
 Employed: Rosenlund EBA 2022

Paid From: 26-Jun-2024  
 Paid To: 2-Jul-2024  
 Payment Date: 3-Jul-2024  
 Processed: 3-Jul-2024  
 Run No: 740



Super: payment to fund expected on or before

Reprinted

BSB	Account #	Amount
██████	██████	\$1,860.16

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$2,476.16	\$0.00	\$2,476.16	\$616.00	\$0.00	\$1,860.16

Payments	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
Base Hourly	16.0000	Hours	\$56.6900	\$907.04		
Travel Allowance (\$)	3.0000	Days	\$55.0000	\$165.00		
Union Delegate	24.0000	Hours	\$2.6300	\$63.12		
Travel Allow (\$60)	2.0000	Days	\$60.0000	\$120.00		
Union Delegate	16.0000	Hours	\$2.6300	\$42.08		
<b>Leave</b>	<b>Hrs/Units</b>	<b>U.O.M</b>	<b>Pay Rate</b>	<b>Amount</b>	<b>Start</b>	<b>Finish</b>
RDO Accrual	-4.0000	Hours	\$56.6900	-\$226.76		
RDO Paid	8.0000	Hours	\$59.5100	\$476.08		
Compassionate Lve	8.0000	Hours	\$56.6900	\$453.52		
Compassionate Lve	8.0000	Hours	\$59.5100	\$476.08		
<b>Employer Paid</b>	<b>Hrs/Units</b>	<b>U.O.M</b>	<b>Pay Rate</b>	<b>Amount</b>		
Buss (Q) (Employer) %	11.5000	Percent	\$1.0000	\$284.76		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: Rosenlund Contractors Pty Ltd  
 ABN: 65067972034  
 Employee: 000154 Broadhurst, Trent  
 Pay Point: CW4 Union Delo Or HSR  
 Employed: Rosenlund EBA 2022

Paid From: 3-Jul-2024  
 Paid To: 9-Jul-2024  
 Payment Date: 10-Jul-2024  
 Processed: 10-Jul-2024  
 Run No: 741



Page 1 of 1

Super: payment to fund expected on or before

BSB	Account #	Amount
██████	██████	\$1,544.48

Reprinted

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$2,011.48	\$0.00	\$2,011.48	\$467.00	\$0.00	\$1,544.48

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
Base Hourly	28.0000	Hours	\$59.5100	\$1,666.28		
Travel Allowance (\$)	4.0000	Days	\$60.0000	\$240.00		
Union Delegate	40.0000	Hours	\$2.6300	\$105.20		
Inclement Weather	4.0000	Hours	\$59.5100	\$238.04		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$59.5100	-\$238.04		
Leave Without Pay	8.0000	Hours	\$0.0001	\$0.00		
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
Buss (Q) (Employer) %	11.5000	Percent	\$1.0000	\$231.32		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: Rosenlund Contractors Pty Ltd  
 ABN: 65067972034  
 Employee: 000154 Broadhurst, Trent  
 Pay Point: CW4 Union Delo Or HSR  
 Employed: Rosenlund EBA 2022

Paid From: 10-Jul-2024  
 Paid To: 16-Jul-2024  
 Payment Date: 17-Jul-2024  
 Processed: 17-Jul-2024  
 Run No: 742



Page 1 of 1

Super: payment to fund expected on or before

Reprinted

BSB	Account #	Amount
██████	██████	\$1,893.73

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
This Pay	\$2,493.31	\$22.42	\$2,515.73	\$622.00	\$0.00	\$1,893.73

Payments	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
Base Hourly	36.0000	Hours	\$59.5100	\$2,142.36		
Overtime (1.5x)	2.0000	Hours	\$59.5100	\$178.53		
Travel Allowance (\$)	5.0000	Days	\$60.0000	\$300.00		
Union Delegate	42.0000	Hours	\$2.6300	\$110.46		
Meal Allowance (\$22.42)	1.0000	Each	\$22.4200	\$22.42		
<b>Leave</b>						
RDO Accrual	-4.0000	Hours	\$59.5100	-\$238.04		
Leave Without Pay	4.0000	Hours	\$0.0001	\$0.00		
<b>Employer Paid</b>						
Buss (Q) (Employer) %	11.5000	Percent	\$1.0000	\$266.20		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: Rosenlund Contractors Pty Ltd  
 ABN: 65067972034

Employee: 000154 Broadhurst, Trent  
 Pay Point: CW4 Union Delo Or HSR  
 Employed: Rosenlund EBA 2022

Paid From: 17-Jul-2024  
 Paid To: 23-Jul-2024  
 Payment Date: 24-Jul-2024  
 Processed: 24-Jul-2024  
 Run No: 743  
 Page 1 of 1



Super: payment to fund expected on or before

BSB	Account #	Amount
██████	██████	\$1,691.69

Reprinted

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$2,195.27	\$22.42	\$2,217.69	\$526.00	\$0.00	\$1,691.69

Payments	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
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Base Hourly	28.0000	Hours	\$59.5100	\$1,666.28		
Overtime (1.5x)	2.0000	Hours	\$59.5100	\$178.53		
Travel Allowance (\$)	4.0000	Days	\$60.0000	\$240.00		
Union Delegate	42.0000	Hours	\$2.6300	\$110.46		
Meal Allowance (\$22.42)	1.0000	Each	\$22.4200	\$22.42		

Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
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RDO Accrual	-4.0000	Hours	\$59.5100	-\$238.04		
Leave Without Pay	8.0000	Hours	\$0.0001	\$0.00		
<i>Thursday 18.07.24</i>						
Personal (Sick) Leave	4.0000	Hours	\$59.5100	\$238.04		
<i>Wednesday 17.07.24</i>						

Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount
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Buss (Q) (Employer) %	11.5000	Percent	\$1.0000	\$231.93
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00

**Company:** Rosenlund Contractors Pty Ltd  
**ABN:** 65067972034

**Employee:** 000154 Broadhurst, Trent

**Pay Point:** CW4 Union Delo Or HSR

**Employed:** Rosenlund EBA 2022

**Super:** payment to fund expected on or before

**Paid From:** 24-Jul-2024

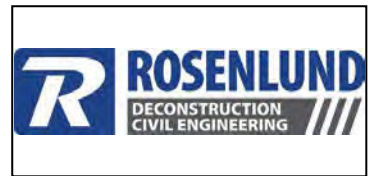
**Paid To:** 30-Jul-2024

**Payment Date:** 31-Jul-2024

**Processed:** 31-Jul-2024

**Run No:** 744

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**Reprinted**

BSB	Account #	Amount
██████	██████	\$1,965.67

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$2,763.25	\$22.42	\$2,785.67	\$720.00	\$100.00	\$1,965.67

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
Base Hourly	32.0000	Hours	\$59.5100	\$1,904.32		
Overtime (1.5x)	3.0000	Hours	\$59.5100	\$267.80		
Travel Allowance (\$)	4.0000	Days	\$60.0000	\$240.00		
Union Delegate	43.0000	Hours	\$2.6300	\$113.09		
Meal Allowance (\$22.42)	1.0000	Each	\$22.4200	\$22.42		
<b>Deductions</b>	<b>Hrs/Units</b>	<b>U.O.M</b>	<b>Pay Rate</b>	<b>Amount</b>		
Union Fees	1.0000	Each	\$100.0000	\$100.00		
<b>Leave</b>	<b>Hrs/Units</b>	<b>U.O.M</b>	<b>Pay Rate</b>	<b>Amount</b>	<b>Start</b>	<b>Finish</b>
RDO Accrual	-4.0000	Hours	\$59.5100	-\$238.04		
Personal (Sick) Leave	8.0000	Hours	\$59.5100	\$476.08		
<b>Employer Paid</b>	<b>Hrs/Units</b>	<b>U.O.M</b>	<b>Pay Rate</b>	<b>Amount</b>		
Buss (Q) (Employer) %	11.5000	Percent	\$1.0000	\$286.98		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

**Company:** Rosenlund Contractors Pty Ltd  
**ABN:** 65067972034

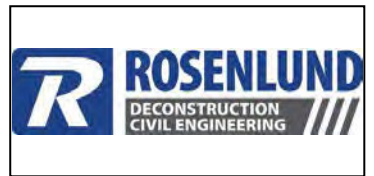
**Employee:** 000154 Broadhurst, Trent  
**Pay Point:** CW4 Union Delo Or HSR

**Employed:** Rosenlund EBA 2022

**Super:** payment to fund expected on or before 15-Sep-2024

**Paid From:** 31-Jul-2024  
**Paid To:** 6-Aug-2024  
**Payment Date:** 7-Aug-2024  
**Processed:** 7-Aug-2024  
**Run No:** 745

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**Reprinted**

BSB	Account #	Amount
██████	██████	\$2,139.91

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$2,974.65	\$67.26	\$3,041.91	\$802.00	\$100.00	\$2,139.91

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
Base Hourly	30.0000	Hours	\$59.5100	\$1,785.30		
Overtime (1.5x)	6.0000	Hours	\$59.5100	\$535.59		
Travel Allowance (\$)	5.0000	Days	\$60.0000	\$300.00		
Union Delegate	44.0000	Hours	\$2.6300	\$115.72		
Meal Allowance (\$22.42)	3.0000	Each	\$22.4200	\$67.26		
Base Hourly	8.0000	Hours	\$59.5100	\$476.08		
<a href="#">Site Issues</a>						
Deductions	Hrs/Units	U.O.M	Pay Rate	Amount		
Union Fees	1.0000	Each	\$100.0000	\$100.00		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$59.5100	-\$238.04		
Leave Without Pay	2.0000	Hours	\$0.0001	\$0.00		
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
Buss (Q) (Employer) %	11.5000	Percent	\$1.0000	\$280.49		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

**Company:** Rosenlund Contractors Pty Ltd  
**ABN:** 65067972034

**Employee:** 000154 Broadhurst, Trent  
**Pay Point:** CW4 Union Delo Or HSR

**Employed:** Rosenlund EBA 2022

**Super:** payment to fund expected on or before 15-Sep-2024

**Paid From:** 7-Aug-2024

**Paid To:** 13-Aug-2024

**Payment Date:** 14-Aug-2024

**Processed:** 14-Aug-2024

**Run No:** 746

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**Reprinted**

BSB	Account #	Amount
██████	██████	\$2,002.67

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$2,823.25	\$22.42	\$2,845.67	\$743.00	\$100.00	\$2,002.67

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
Base Hourly	24.0000	Hours	\$59.5100	\$1,428.24		
Overtime (1.5x)	3.0000	Hours	\$59.5100	\$267.80		
Travel Allowance (\$)	5.0000	Days	\$60.0000	\$300.00		
Union Delegate	43.0000	Hours	\$2.6300	\$113.09		
Meal Allowance (\$22.42)	1.0000	Each	\$22.4200	\$22.42		
<b>Deductions</b>	<b>Hrs/Units</b>	<b>U.O.M</b>	<b>Pay Rate</b>	<b>Amount</b>		
Union Fees	1.0000	Each	\$100.0000	\$100.00		
<b>Leave</b>	<b>Hrs/Units</b>	<b>U.O.M</b>	<b>Pay Rate</b>	<b>Amount</b>	<b>Start</b>	<b>Finish</b>
RDO Accrual	-4.0000	Hours	\$59.5100	-\$238.04		
RDO Paid	16.0000	Hours	\$59.5100	\$952.16		
<b>Employer Paid</b>	<b>Hrs/Units</b>	<b>U.O.M</b>	<b>Pay Rate</b>	<b>Amount</b>		
Buss (Q) (Employer) %	11.5000	Percent	\$1.0000	\$293.88		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

**Company:** Rosenlund Contractors Pty Ltd  
**ABN:** 65067972034

**Employee:** 000154 Broadhurst, Trent

**Pay Point:** CW4 Union Delo Or HSR

**Employed:** Rosenlund EBA 2022

**Super:** payment to fund expected on or before 15-Sep-2024

**Paid From:** 14-Aug-2024

**Paid To:** 20-Aug-2024

**Payment Date:** 21-Aug-2024

**Processed:** 21-Aug-2024

**Run No:** 747

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**Reprinted**

BSB	Account #	Amount
██████	██████	\$1,830.45

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$2,579.45	\$0.00	\$2,579.45	\$649.00	\$100.00	\$1,830.45

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
Base Hourly	26.0000	Hours	\$59.5100	\$1,547.26		
Overtime (1.5x)	1.0000	Hours	\$59.5100	\$89.26		
Travel Allowance (\$)	4.0000	Days	\$60.0000	\$240.00		
Union Delegate	41.0000	Hours	\$2.6300	\$107.83		
Public Holiday	8.0000	Hours	\$59.5100	\$476.08		
Inclement Weather	6.0000	Hours	\$59.5100	\$357.06		
<b>Deductions</b>	<b>Hrs/Units</b>	<b>U.O.M</b>	<b>Pay Rate</b>	<b>Amount</b>		
Union Fees	1.0000	Each	\$100.0000	\$100.00		
<b>Leave</b>	<b>Hrs/Units</b>	<b>U.O.M</b>	<b>Pay Rate</b>	<b>Amount</b>	<b>Start</b>	<b>Finish</b>
RDO Accrual	-4.0000	Hours	\$59.5100	-\$238.04		
<b>Employer Paid</b>	<b>Hrs/Units</b>	<b>U.O.M</b>	<b>Pay Rate</b>	<b>Amount</b>		
Buss (Q) (Employer) %	11.5000	Percent	\$1.0000	\$286.37		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: Rosenlund Contractors Pty Ltd  
 ABN: 65067972034

Employee: 000154 Broadhurst, Trent

Pay Point: CW4 Union Delo Or HSR

Employed: Rosenlund EBA 2022

Super: payment to fund expected on or before 15-Sep-2024

Paid From: 21-Aug-2024

Paid To: 27-Aug-2024

Payment Date: 28-Aug-2024

Processed: 28-Aug-2024

Run No: 748

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,996.10

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
This Pay	\$2,648.68	\$22.42	\$2,671.10	\$675.00	\$0.00	\$1,996.10

Payments	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
Base Hourly	17.5000	Hours	\$59.5100	\$1,041.42		
Overtime (1.5x)	2.0000	Hours	\$59.5100	\$178.53		
Overtime (2x)	1.0000	Hours	\$59.5100	\$119.02		
<i>Owed from 15 August 2024</i>						
Travel Allowance (\$)	4.0000	Days	\$60.0000	\$240.00		
Union Delegate	27.5000	Hours	\$2.6300	\$72.32		
Meal Allowance (\$22.42)	1.0000	Each	\$22.4200	\$22.42		
Crib M-F	1.0000	Hours	\$59.5100	\$39.28		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$59.5100	-\$238.04		
Personal (Sick) Leave	6.0000	Hours	\$59.5100	\$357.06	21-Aug-2024	21-Aug-2024
Annual Leave	8.0000	Hours	\$59.5100	\$476.08	22-Aug-2024	22-Aug-2024
Annual Leave Loading - Taxed	1.0000	Each	\$124.9710	\$124.97		
Annual Leave	4.0000	Hours	\$59.5100	\$238.04	26-Aug-2024	26-Aug-2024
Leave Without Pay	4.5000	Hours	\$0.0001	\$0.00	27-Aug-2024	27-Aug-2024
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
Buss (Q) (Employer) %	11.5000	Percent	\$1.0000	\$265.86		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

**Company:** Rosenlund Contractors Pty Ltd  
**ABN:** 65067972034

**Employee:** 000154 Broadhurst, Trent

**Pay Point:** CW4 Union Delo Or HSR

**Employed:** Rosenlund EBA 2022

**Super:** payment to fund expected on or before 15-Oct-2024

**Paid From:** 28-Aug-2024

**Paid To:** 3-Sep-2024

**Payment Date:** 4-Sep-2024

**Processed:** 4-Sep-2024

**Run No:** 749

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**Reprinted**

BSB	Account #	Amount
██████	██████	\$1,817.02

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$2,624.02	\$0.00	\$2,624.02	\$665.00	\$142.00	\$1,817.02

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
Base Hourly	33.0000	Hours	\$59.5100	\$1,963.83		
Overtime (1.5x)	1.0000	Hours	\$59.5100	\$89.26		
Travel Allowance (\$)	5.0000	Days	\$60.0000	\$300.00		
Union Delegate	34.0000	Hours	\$2.6300	\$89.42		
Deductions	Hrs/Units	U.O.M	Pay Rate	Amount		
Union Fees	1.0000	Each	\$142.0000	\$142.00		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$59.5100	-\$238.04		
Annual Leave	3.0000	Hours	\$59.5100	\$178.53	28-Aug-2024	28-Aug-2024
Annual Leave Loading - Taxed	1.0000	Each	\$62.4855	\$62.49		
Leave Without Pay	1.0000	Hours	\$0.0001	\$0.00	2-Sep-2024	2-Sep-2024
Annual Leave	3.0000	Hours	\$59.5100	\$178.53	3-Sep-2024	3-Sep-2024
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
Buss (Q) (Employer) %	11.5000	Percent	\$1.0000	\$291.50		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: Rosenlund Contractors Pty Ltd  
 ABN: 65067972034

Employee: 000154 Broadhurst, Trent

Pay Point: CW4 Union Delo Or HSR

Employed: Rosenlund EBA 2022

Super: payment to fund expected on or before 2-Oct-2024

Paid From: 4-Sep-2024

Paid To: 6-Sep-2024

Payment Date: 6-Sep-2024

Processed: 6-Sep-2024

Run No: 751

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Reprinted

BSB	Account #	Amount
██████	██████	\$3,387.24

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
This Pay	\$4,930.24	\$0.00	\$4,930.24	\$1,401.00	\$142.00	\$3,387.24

Payments	Hrs/Units	U.O.M	Pay Rate	Amount
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Base Hourly	20.0000	Hours	\$59.5100	\$1,190.20
<i>8 hours 4.9.24; 8 hours 5.9.24; 4 hours 6.9.24</i>				
Travel Allowance (\$)	3.0000	Days	\$60.0000	\$180.00
Union Delegate	20.0000	Hours	\$2.6300	\$52.60
Travel Allowance (\$)	4.0000	Days	\$60.0000	\$240.00
<i>Travel allowance for unused RDOs</i>				
Union Delegate	28.2000	Hours	\$2.6300	\$74.17
<i>Delegate allowance for unused RDOs</i>				

Deductions	Hrs/Units	U.O.M	Pay Rate	Amount
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Union Fees	1.0000	Each	\$142.0000	\$142.00
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Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
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RDO Accrual	-2.0000	Hours	\$59.5100	-\$119.02		
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Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount
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Buss (Q) (Employer) %	11.5000	Percent	\$1.0000	\$186.06
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00

Lump Sum Items	Hrs/Units	U.O.M	Pay Rate	Amount
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Lump Sum A	26.2973	Hours	\$59.5100	\$1,564.95
Lump Sum A	26.2973	Hours	\$2.6300	\$69.16
Term Pay Current	28.2000	Hours	\$59.5100	\$1,678.18

Termination Date 6-Sep-2024

ETP's Only			
E.T.P. Date			
E.T.P Tax	\$0.00	Death Benefit ETP:	..
Invalidity:		Trustee, Depend or Oth (TDO):	..
Subsequent payment for the same termination in current income year: ..			
Subsequent payment for the same termination in previous income year: ..			

Company: Rosenlund Contractors Pty Ltd  
 ABN: 65067972034

Employee: 000154 Broadhurst, Trent

Pay Point: CW4 Union Delo Or HSR

Employed: Rosenlund EBA 2022

Super: payment to fund expected on or before 2-Oct-2024

Paid From: 4-Sep-2024

Paid To: 6-Sep-2024

Payment Date: 6-Sep-2024

Processed: 6-Sep-2024

Run No: 752

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Reprinted

BSB	Account #	Amount
██████	██████	\$73.51

Final Pay by Mutual Agreement

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
This Pay	\$109.51	\$0.00	\$109.51	\$36.00	\$0.00	\$73.51

Payments	Hrs/Units	U.O.M	Pay Rate	Amount
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Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount
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Buss (Q) (Employer) %	11.5000	Percent	\$1.0000	\$0.00
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Lump Sum Items	Hrs/Units	U.O.M	Pay Rate	Amount
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Lump Sum A	1.5000	Hours	\$59.5100	\$89.26
Lump Sum A	1.5000	Hours	\$2.6300	\$3.94
Term Pay Current	1.5000	Hours	\$10.8745	\$16.31

Termination Date 6-Sep-2024

ETP's Only	
E.T.P. Date	
E.T.P Tax	\$0.00
Invalidity:	Death Benefit ETP: ..
	Trustee, Depend or Oth (TDO): ..
	Subsequent payment for the same termination in current income year: ..
	Subsequent payment for the same termination in previous income year: ..

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509  
 Employee: 000204 Davies, Tammy  
 Pay Point: CW1 Skilled Labourer  
 Employed: RLD - 36H 2xRDO CW

Paid From: 10-Jul-2024  
 Paid To: 16-Jul-2024  
 Payment Date: 17-Jul-2024  
 Processed: 17-Jul-2024  
 Run No: 523



Super: payment to fund expected on or before

Reprinted

BSB	Account #	Amount
██████	██████	\$1,570.52

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,793.52	\$175.00	\$1,968.52	\$398.00	\$0.00	\$1,570.52

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
CW1 - Skilled Labourer	40.0000	Hours	\$49.8200	\$1,992.80		
Travel Allowance (\$39)	5.0000	Each	\$35.0000	\$175.00		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$226.38		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy

Pay Point: CW1 Skilled Labourer

Employed: RLD - 36H 2xRDO CW

Super: payment to fund expected on or before

Paid From: 17-Jul-2024

Paid To: 23-Jul-2024

Payment Date: 24-Jul-2024

Processed: 24-Jul-2024

Run No: 524

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,500.52

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,793.52	\$105.00	\$1,898.52	\$398.00	\$0.00	\$1,500.52

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
CW1 - Skilled Labourer	24.0000	Hours	\$49.8200	\$1,195.68		
Travel Allowance (\$39)	3.0000	Each	\$35.0000	\$105.00		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
Personal (Sick) Leave	16.0000	Hours	\$49.8200	\$797.12		
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$218.33		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy

Pay Point: CW1 Skilled Labourer

Employed: RLD - 36H 2xRDO CW

Super: payment to fund expected on or before

Paid From: 24-Jul-2024

Paid To: 30-Jul-2024

Payment Date: 31-Jul-2024

Processed: 31-Jul-2024

Run No: 527

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,470.52

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,793.52	\$175.00	\$1,968.52	\$398.00	\$100.00	\$1,470.52

**Payments**

	Hrs/Units	U.O.M	Pay Rate	Amount
CW1 - Skilled Labourer	40.0000	Hours	\$49.8200	\$1,992.80
Travel Allowance (\$39)	5.0000	Each	\$35.0000	\$175.00

**Deductions**

	Hrs/Units	U.O.M	Pay Rate	Amount
Union Fees	1.0000	Each	\$100.0000	\$100.00

**Leave**

	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		

**Employer Paid**

	Hrs/Units	U.O.M	Pay Rate	Amount
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$226.38
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy

Pay Point: CW1 Skilled Labourer

Employed: RLD - 36H 2xRDO CW

Super: payment to fund expected on or before 15-Sep-2024

Paid From: 31-Jul-2024

Paid To: 6-Aug-2024

Payment Date: 7-Aug-2024

Processed: 7-Aug-2024

Run No: 528

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,470.52

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
This Pay	\$1,793.52	\$175.00	\$1,968.52	\$398.00	\$100.00	\$1,470.52

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
CW1 - Skilled Labourer	32.0000	Hours	\$49.8200	\$1,594.24		
Travel Allowance (\$39)	5.0000	Each	\$35.0000	\$175.00		
Base Hourly	8.0000	Hours	\$49.8200	\$398.56		
<a href="#">Site issues 5 August 2024</a>						
Deductions	Hrs/Units	U.O.M	Pay Rate	Amount		
Union Fees	1.0000	Each	\$100.0000	\$100.00		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$226.38		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy

Pay Point: CW1 Skilled Labourer

Employed: RLD - 36H 2xRDO CW

Super: payment to fund expected on or before 15-Sep-2024

Paid From: 7-Aug-2024

Paid To: 13-Aug-2024

Payment Date: 14-Aug-2024

Processed: 14-Aug-2024

Run No: 531

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,470.52

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,793.52	\$175.00	\$1,968.52	\$398.00	\$100.00	\$1,470.52

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
CW1 - Skilled Labourer	24.0000	Hours	\$49.8200	\$1,195.68		
Travel Allowance (\$39)	5.0000	Each	\$35.0000	\$175.00		
Deductions	Hrs/Units	U.O.M	Pay Rate	Amount		
Union Fees	1.0000	Each	\$100.0000	\$100.00		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
RDO Paid	16.0000	Hours	\$49.8200	\$797.12	12-Aug-2024	13-Aug-2024
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$226.38		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy

Pay Point: CW1 Skilled Labourer

Employed: RLD - 36H 2xRDO CW

Super: payment to fund expected on or before 15-Sep-2024

Paid From: 14-Aug-2024

Paid To: 20-Aug-2024

Payment Date: 21-Aug-2024

Processed: 21-Aug-2024

Run No: 533

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,385.20

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,793.52	\$89.68	\$1,883.20	\$398.00	\$100.00	\$1,385.20

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
CW1 - Skilled Labourer	26.0000	Hours	\$49.8200	\$1,295.32		
Meal Allowance (\$23.55)	4.0000	Each	\$22.4200	\$89.68		
Inclement Weather	6.0000	Hours	\$49.8200	\$298.92		
Public Holiday	8.0000	Hours	\$49.8200	\$398.56		
<b>Deductions</b>	<b>Hrs/Units</b>	<b>U.O.M</b>	<b>Pay Rate</b>	<b>Amount</b>		
Union Fees	1.0000	Each	\$100.0000	\$100.00		
<b>Leave</b>	<b>Hrs/Units</b>	<b>U.O.M</b>	<b>Pay Rate</b>	<b>Amount</b>	<b>Start</b>	<b>Finish</b>
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
<b>Employer Paid</b>	<b>Hrs/Units</b>	<b>U.O.M</b>	<b>Pay Rate</b>	<b>Amount</b>		
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$216.57		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy  
 Pay Point: CW1 Skilled Labourer  
 Employed: RLD - 36H 2xRDO CW

Paid From: 14-Aug-2024  
 Paid To: 20-Aug-2024  
 Payment Date: 22-Aug-2024  
 Processed: 22-Aug-2024  
 Run No: 534



Super: payment to fund expected on or before 15-Sep-2024

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Reprinted

BSB	Account #	Amount
██████	██████	\$50.32

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
This Pay	\$0.00	\$50.32	\$50.32	\$0.00	\$0.00	\$50.32

Payments	Hrs/Units	U.O.M	Pay Rate	Amount
Travel Allowance (\$39)	4.0000	Each	\$35.0000	\$140.00
Meal Allowance (\$23.55)	-4.0000	Each	\$22.4200	-\$89.68

*Meal allowances corrected to travel allowances*

Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
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Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$5.79

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy

Pay Point: CW1 Skilled Labourer

Employed: RLD - 36H 2xRDO CW

Super: payment to fund expected on or before 15-Sep-2024

Paid From: 21-Aug-2024

Paid To: 27-Aug-2024

Payment Date: 28-Aug-2024

Processed: 28-Aug-2024

Run No: 537

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,418.33

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,569.33	\$175.00	\$1,744.33	\$326.00	\$0.00	\$1,418.33

Payments	Hrs/Units	U.O.M	Pay Rate	Amount
CW1 - Skilled Labourer	35.5000	Hours	\$49.8200	\$1,768.61
Travel Allowance (\$39)	5.0000	Each	\$35.0000	\$175.00

Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
Leave Without Pay	4.5000	Hours	\$0.0001	\$0.00	27-Aug-2024	27-Aug-2024

*Unprotected industrial action 27.08.24 - 4.5 hours withheld as per Fair Work Act s.474*

Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$200.60
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy

Pay Point: CW1 Skilled Labourer

Employed: RLD - 36H 2xRDO CW

Super: payment to fund expected on or before 15-Oct-2024

Paid From: 28-Aug-2024

Paid To: 3-Sep-2024

Payment Date: 4-Sep-2024

Processed: 4-Sep-2024

Run No: 540

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,472.12

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,857.12	\$175.00	\$2,032.12	\$418.00	\$142.00	\$1,472.12

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
CW1 - Skilled Labourer	40.0000	Hours	\$49.8200	\$1,992.80		
Travel Allowance (\$39)	5.0000	Each	\$35.0000	\$175.00		
Travel Time	1.0000	Hours	\$63.6000	\$63.60		
Deductions	Hrs/Units	U.O.M	Pay Rate	Amount		
Union Fees	1.0000	Each	\$142.0000	\$142.00		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$226.38		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy

Pay Point: CW1 Skilled Labourer

Employed: RLD - 36H 2xRDO CW

Super: payment to fund expected on or before 15-Oct-2024

Paid From: 4-Sep-2024

Paid To: 10-Sep-2024

Payment Date: 11-Sep-2024

Processed: 11-Sep-2024

Run No: 543

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,393.52

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,793.52	\$140.00	\$1,933.52	\$398.00	\$142.00	\$1,393.52

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
CW1 - Skilled Labourer	32.0000	Hours	\$49.8200	\$1,594.24		
Travel Allowance (\$39)	4.0000	Each	\$35.0000	\$140.00		
Deductions	Hrs/Units	U.O.M	Pay Rate	Amount		
Union Fees	1.0000	Each	\$142.0000	\$142.00		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
Personal (Sick) Leave	8.0000	Hours	\$49.8200	\$398.56	9-Sep-2024	9-Sep-2024
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$222.35		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy

Pay Point: CW1 Skilled Labourer

Employed: RLD - 36H 2xRDO CW

Super: payment to fund expected on or before 15-Oct-2024

Paid From: 11-Sep-2024

Paid To: 17-Sep-2024

Payment Date: 18-Sep-2024

Processed: 18-Sep-2024

Run No: 544

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,293.24

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,594.24	\$175.00	\$1,769.24	\$334.00	\$142.00	\$1,293.24

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
CW1 - Skilled Labourer	28.0000	Hours	\$49.8200	\$1,394.96		
Travel Allowance (\$39)	5.0000	Each	\$35.0000	\$175.00		
Deductions	Hrs/Units	U.O.M	Pay Rate	Amount		
Union Fees	1.0000	Each	\$142.0000	\$142.00		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
RDO Paid	8.0000	Hours	\$49.8200	\$398.56	16-Sep-2024	16-Sep-2024
Leave Without Pay	4.0000	Hours	\$0.0001	\$0.00	17-Sep-2024	17-Sep-2024
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$203.46		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy

Pay Point: CW1 Skilled Labourer

Employed: RLD - 36H 2xRDO CW

Super: payment to fund expected on or before 15-Oct-2024

Paid From: 18-Sep-2024

Paid To: 24-Sep-2024

Payment Date: 25-Sep-2024

Processed: 25-Sep-2024

Run No: 546

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,428.52

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,793.52	\$175.00	\$1,968.52	\$398.00	\$142.00	\$1,428.52

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
CW1 - Skilled Labourer	40.0000	Hours	\$49.8200	\$1,992.80		
Travel Allowance (\$39)	5.0000	Each	\$35.0000	\$175.00		
Deductions	Hrs/Units	U.O.M	Pay Rate	Amount		
Union Fees	1.0000	Each	\$142.0000	\$142.00		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$226.38		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy

Pay Point: CW1 Skilled Labourer

Employed: RLD - 36H 2xRDO CW

Super: payment to fund expected on or before 15-Nov-2024

Paid From: 25-Sep-2024

Paid To: 1-Oct-2024

Payment Date: 2-Oct-2024

Processed: 2-Oct-2024

Run No: 548

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,618.27

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,863.27	\$175.00	\$2,038.27	\$420.00	\$0.00	\$1,618.27

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
CW1 - Skilled Labourer	32.0000	Hours	\$49.8200	\$1,594.24		
Travel Allowance (\$39)	5.0000	Each	\$35.0000	\$175.00		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
Annual Leave	8.0000	Hours	\$49.8200	\$398.56	27-Sep-2024	27-Sep-2024
Annual Leave Loading - Taxed	1.0000	Each	\$69.7480	\$69.75		
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$234.40		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy  
 Pay Point: CW1 Skilled Labourer  
 Employed: RLD - 36H 2xRDO CW

Paid From: 2-Oct-2024  
 Paid To: 8-Oct-2024  
 Payment Date: 9-Oct-2024  
 Processed: 9-Oct-2024  
 Run No: 550



Super: payment to fund expected on or before 15-Nov-2024

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,535.52

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,793.52	\$140.00	\$1,933.52	\$398.00	\$0.00	\$1,535.52

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
CW1 - Skilled Labourer	24.0000	Hours	\$49.8200	\$1,195.68		
Travel Allowance (\$39)	4.0000	Each	\$35.0000	\$140.00		
Public Holiday	8.0000	Hours	\$49.8200	\$398.56		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
RDO Paid	8.0000	Hours	\$49.8200	\$398.56	8-Oct-2024	8-Oct-2024
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$222.35		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509  
 Employee: 000204 Davies, Tammy  
 Pay Point: CW1 Skilled Labourer  
 Employed: RLD - 36H 2xRDO CW

Paid From: 9-Oct-2024  
 Paid To: 15-Oct-2024  
 Payment Date: 16-Oct-2024  
 Processed: 16-Oct-2024  
 Run No: 551



Super: payment to fund expected on or before 15-Nov-2024

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,570.52

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,793.52	\$175.00	\$1,968.52	\$398.00	\$0.00	\$1,570.52

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
CW1 - Skilled Labourer	34.5000	Hours	\$49.8200	\$1,718.79		
Travel Allowance (\$39)	5.0000	Each	\$35.0000	\$175.00		
Inclement Weather <i>10 October 2024</i>	5.5000	Hours	\$49.8200	\$274.01		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$226.38		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy  
 Pay Point: CW1 Skilled Labourer  
 Employed: RLD - 36H 2xRDO CW

Paid From: 16-Oct-2024  
 Paid To: 22-Oct-2024  
 Payment Date: 23-Oct-2024  
 Processed: 23-Oct-2024  
 Run No: 552



Super: payment to fund expected on or before 15-Nov-2024

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,570.52

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,793.52	\$175.00	\$1,968.52	\$398.00	\$0.00	\$1,570.52

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
CW1 - Skilled Labourer	40.0000	Hours	\$49.8200	\$1,992.80		
Travel Allowance (\$39)	5.0000	Each	\$35.0000	\$175.00		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$226.38		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy  
 Pay Point: CW1 Skilled Labourer  
 Employed: RLD - 36H 2xRDO CW

Paid From: 23-Oct-2024  
 Paid To: 29-Oct-2024  
 Payment Date: 30-Oct-2024  
 Processed: 30-Oct-2024  
 Run No: 554



Super: payment to fund expected on or before 15-Nov-2024

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,570.52

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,793.52	\$175.00	\$1,968.52	\$398.00	\$0.00	\$1,570.52

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
CW1 - Skilled Labourer	38.5000	Hours	\$49.8200	\$1,918.07		
Travel Allowance (\$39)	5.0000	Each	\$35.0000	\$175.00		
Inclement Weather	1.5000	Hours	\$49.8200	\$74.73		
<i>24 October 2024</i>						
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$226.38		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy

Pay Point: CW1 Skilled Labourer

Employed: RLD - 36H 2xRDO CW

Super: payment to fund expected on or before 15-Dec-2024

Paid From: 30-Oct-2024

Paid To: 5-Nov-2024

Payment Date: 6-Nov-2024

Processed: 6-Nov-2024

Run No: 556

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,535.52

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,793.52	\$140.00	\$1,933.52	\$398.00	\$0.00	\$1,535.52

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
CW1 - Skilled Labourer	16.0000	Hours	\$49.8200	\$797.12		
Travel Allowance (\$39)	4.0000	Each	\$35.0000	\$140.00		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
RDO Paid	16.0000	Hours	\$49.8200	\$797.12	4-Nov-2024	5-Nov-2024
Personal (Sick) Leave	8.0000	Hours	\$49.8200	\$398.56	30-Oct-2024	30-Oct-2024
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$222.35		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy

Pay Point: CW1 Skilled Labourer

Employed: RLD - 36H 2xRDO CW

Super: payment to fund expected on or before 15-Dec-2024

Paid From: 6-Nov-2024

Paid To: 12-Nov-2024

Payment Date: 13-Nov-2024

Processed: 13-Nov-2024

Run No: 557

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,570.52

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,793.52	\$175.00	\$1,968.52	\$398.00	\$0.00	\$1,570.52

Payments	Hrs/Units	U.O.M	Pay Rate	Amount
CW1 - Skilled Labourer	30.0000	Hours	\$49.8200	\$1,494.60
Travel Allowance (\$39)	5.0000	Each	\$35.0000	\$175.00
Inclement Weather	2.0000	Hours	\$49.8200	\$99.64

7 November 2024

Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
RDO Paid	8.0000	Hours	\$49.8200	\$398.56	6-Nov-2024	6-Nov-2024

Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$226.38
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy  
 Pay Point: CW1 Skilled Labourer  
 Employed: RLD - 36H 2xRDO CW

Paid From: 13-Nov-2024  
 Paid To: 19-Nov-2024  
 Payment Date: 20-Nov-2024  
 Processed: 20-Nov-2024  
 Run No: 560



Super: payment to fund expected on or before 15-Dec-2024

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,535.52

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
This Pay	\$1,793.52	\$140.00	\$1,933.52	\$398.00	\$0.00	\$1,535.52

Payments	Hrs/Units	U.O.M	Pay Rate	Amount
CW1 - Skilled Labourer	26.5000	Hours	\$49.8200	\$1,320.23
Travel Allowance (\$39)	4.0000	Each	\$35.0000	\$140.00
Inclement Weather <i>19 November 2024</i>	5.5000	Hours	\$49.8200	\$274.01

Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
Personal (Sick) Leave	8.0000	Hours	\$49.8200	\$398.56	18-Nov-2024	18-Nov-2024

Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$222.35
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy  
 Pay Point: CW1 Skilled Labourer  
 Employed: RLD - 36H 2xRDO CW

Paid From: 20-Nov-2024  
 Paid To: 26-Nov-2024  
 Payment Date: 27-Nov-2024  
 Processed: 27-Nov-2024  
 Run No: 564



Super: payment to fund expected on or before 15-Dec-2024

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,176.87

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,419.87	\$35.00	\$1,454.87	\$278.00	\$0.00	\$1,176.87

Payments	Hrs/Units	U.O.M	Pay Rate	Amount
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CW1 - Skilled Labourer	8.0000	Hours	\$49.8200	\$398.56
Travel Allowance (\$39)	1.0000	Each	\$35.0000	\$35.00
Inclement Weather	24.5000	Hours	\$49.8200	\$1,220.59

*8 hours 20.11.24; 8 hours 21.11.24; 8 hours 22.11.24; 0.5 hours 25.11.24 inclement weather balance exhausted*

Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
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RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
Leave Without Pay	7.5000	Hours	\$0.0001	\$0.00	25-Nov-2024	25-Nov-2024

*Inclement weather balance exhausted*

Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount
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BussQ (Employer) %	11.5000	Percent	\$1.0000	\$167.31
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00

**Company:** RCNT Holdings Pty Ltd  
**ABN:** 85154591509

**Employee:** 000204 Davies, Tammy

**Pay Point:** CW1 Skilled Labourer

**Employed:** RLD - 36H 2xRDO CW

**Super:** payment to fund expected on or before 15-Jan-2025

**Paid From:** 27-Nov-2024

**Paid To:** 3-Dec-2024

**Payment Date:** 4-Dec-2024

**Processed:** 4-Dec-2024

**Run No:** 565

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**Reprinted**

BSB	Account #	Amount
██████	██████	\$1,401.42

Please ensure you have advised hr@rosenlund.com.au of the type of leave you wish to take over the Christmas shut down period. The shut down period is 19 December 2024 to 5 January 2025.

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,544.42	\$175.00	\$1,719.42	\$318.00	\$0.00	\$1,401.42

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
CW1 - Skilled Labourer	27.0000	Hours	\$49.8200	\$1,345.14		
Travel Allowance (\$39)	5.0000	Each	\$35.0000	\$175.00		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
Leave Without Pay	5.0000	Hours	\$0.0001	\$0.00	27-Nov-2024	27-Nov-2024
RDO Paid	8.0000	Hours	\$49.8200	\$398.56	2-Dec-2024	2-Dec-2024
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$197.73		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy  
 Pay Point: CW1 Skilled Labourer  
 Employed: RLD - 36H 2xRDO CW

Paid From: 4-Dec-2024  
 Paid To: 10-Dec-2024  
 Payment Date: 11-Dec-2024  
 Processed: 11-Dec-2024  
 Run No: 568



Super: payment to fund expected on or before 15-Jan-2025

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,500.52

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,793.52	\$105.00	\$1,898.52	\$398.00	\$0.00	\$1,500.52

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
CW1 - Skilled Labourer	24.0000	Hours	\$49.8200	\$1,195.68		
Travel Allowance (\$39)	3.0000	Each	\$35.0000	\$105.00		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
Personal (Sick) Leave	16.0000	Hours	\$49.8200	\$797.12	9-Dec-2024	10-Dec-2024
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$218.33		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy  
 Pay Point: CW1 Skilled Labourer  
 Employed: RLD - 36H 2xRDO CW

Paid From: 4-Dec-2024  
 Paid To: 10-Dec-2024  
 Payment Date: 12-Dec-2024  
 Processed: 12-Dec-2024  
 Run No: 572



Super: payment to fund expected on or before 15-Jan-2025

Page 1 of 1

Reprinted

BSB	Account #	Amount
██████	██████	\$35.00

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
This Pay	\$0.00	\$35.00	\$35.00	\$0.00	\$0.00	\$35.00

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
CW1 - Skilled Labourer	8.0000	Hours	\$49.8200	\$398.56		
Travel Allowance (\$39)	1.0000	Each	\$35.0000	\$35.00		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
Personal (Sick) Leave	-8.0000	Hours	\$49.8200	-\$398.56	10-Dec-2024	10-Dec-2024
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$4.02		

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy

Pay Point: CW1 Skilled Labourer

Employed: RLD - 36H 2xRDO CW

Super: payment to fund expected on or before 15-Jan-2025

Paid From: 11-Dec-2024

Paid To: 17-Dec-2024

Payment Date: 18-Dec-2024

Processed: 17-Dec-2024

Run No: 569

Page 1 of 1



Reprinted

BSB	Account #	Amount
██████	██████	\$1,418.33

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,569.33	\$175.00	\$1,744.33	\$326.00	\$0.00	\$1,418.33

Payments	Hrs/Units	U.O.M	Pay Rate	Amount
CW1 - Skilled Labourer	33.5000	Hours	\$49.8200	\$1,668.97
Travel Allowance (\$39)	5.0000	Each	\$35.0000	\$175.00
Inclement Weather	2.0000	Hours	\$49.8200	\$99.64

*11 December 2024*

Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
Leave Without Pay	4.5000	Hours	\$0.0001	\$0.00	11-Dec-2024	11-Dec-2024

*Insufficient inclement weather balance for 11 December 2024*

Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$200.60
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy  
 Pay Point: CW1 Skilled Labourer  
 Employed: RLD - 36H 2xRDO CW

Paid From: 18-Dec-2024  
 Paid To: 24-Dec-2024  
 Payment Date: 24-Dec-2024  
 Processed: 17-Dec-2024  
 Run No: 570



Super: payment to fund expected on or before 15-Jan-2025

Page 1 of 1

BSB	Account #	Amount
██████	██████	\$1,524.39

Reprinted

We wish you and your family a happy, safe and restful Christmas and New Year break.

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,828.39	\$105.00	\$1,933.39	\$409.00	\$0.00	\$1,524.39

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
Inclement Weather <i>18 December 2024</i>	8.0000	Hours	\$49.8200	\$398.56		
Travel Allowance (\$39)	3.0000	Each	\$35.0000	\$105.00		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
RDO Paid	28.0000	Hours	\$49.8200	\$1,394.96	19-Dec-2024	24-Dec-2024
Annual Leave	4.0000	Hours	\$49.8200	\$199.28	24-Dec-2024	24-Dec-2024
<i>RDO entitlement exceeded</i>						
Annual Leave Loading - Taxed	1.0000	Each	\$34.8740	\$34.87		
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$222.34		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy

Pay Point: CW1 Skilled Labourer

Employed: RLD - 36H 2xRDO CW

Super: payment to fund expected on or before 15-Jan-2025

Paid From: 25-Dec-2024

Paid To: 31-Dec-2024

Payment Date: 31-Dec-2024

Processed: 17-Dec-2024

Run No: 571

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,526.02

We wish you and your family a happy, safe and restful Christmas and New Year break.

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,933.02	\$35.00	\$1,968.02	\$442.00	\$0.00	\$1,526.02

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
Travel Allowance (\$39)	1.0000	Each	\$35.0000	\$35.00		
Public Holiday	8.0000	Hours	\$49.8200	\$398.56		
Public Holiday	8.0000	Hours	\$49.8200	\$398.56		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
RDO Paid	8.0000	Hours	\$49.8200	\$398.56	27-Dec-2024	27-Dec-2024
Annual Leave	16.0000	Hours	\$49.8200	\$797.12	28-Dec-2024	31-Dec-2024
Annual Leave Loading - Taxed	1.0000	Each	\$139.4960	\$139.50		
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$226.32		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$87.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$9.50		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy  
 Pay Point: CW1 Skilled Labourer  
 Employed: RLD - 36H 2xRDO CW

Paid From: 1-Jan-2025  
 Paid To: 7-Jan-2025  
 Payment Date: 8-Jan-2025  
 Processed: 8-Jan-2025  
 Run No: 575



Super: payment to fund expected on or before 15-Feb-2025

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,552.58

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,915.58	\$74.00	\$1,989.58	\$437.00	\$0.00	\$1,552.58

Payments	Hrs/Units	U.O.M	Pay Rate	Amount
CW1 - Skilled Labourer	16.0000	Hours	\$49.8200	\$797.12
Travel Allowance (\$39)	2.0000	Each	\$37.0000	\$74.00
Public Holiday	8.0000	Hours	\$49.8200	\$398.56

Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
RDO Paid	2.0000	Hours	\$49.8200	\$99.64	2-Jan-2025	5-Jan-2025
Annual Leave	14.0000	Hours	\$49.8200	\$697.48	2-Jan-2025	5-Jan-2025
<i>RDO balance exceeded</i>						
Annual Leave Loading - Taxed	1.0000	Each	\$122.0590	\$122.06		

Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$228.80
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$91.00
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$10.00
CIPQ (Employer)	1.0000	Each	\$1.0000	\$54.00

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509  
 Employee: 000204 Davies, Tammy  
 Pay Point: CW1 Skilled Labourer  
 Employed: RLD - 36H 2xRDO CW

Paid From: 8-Jan-2025  
 Paid To: 14-Jan-2025  
 Payment Date: 15-Jan-2025  
 Processed: 15-Jan-2025  
 Run No: 576



Super: payment to fund expected on or before 15-Feb-2025

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Reprinted

BSB	Account #	Amount
██████	██████	\$1,580.52

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
<b>This Pay</b>	\$1,793.52	\$185.00	\$1,978.52	\$398.00	\$0.00	\$1,580.52

Payments	Hrs/Units	U.O.M	Pay Rate	Amount		
CW1 - Skilled Labourer	40.0000	Hours	\$49.8200	\$1,992.80		
Travel Allowance (\$39)	5.0000	Each	\$37.0000	\$185.00		
Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
RDO Accrual	-4.0000	Hours	\$49.8200	-\$199.28		
Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount		
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$227.53		
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$91.00		
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$10.00		
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00		

Company: RCNT Holdings Pty Ltd  
 ABN: 85154591509

Employee: 000204 Davies, Tammy

Pay Point: CW1 Skilled Labourer

Employed: RLD - 36H 2xRDO CW

Super: payment to fund expected on or before 15-Feb-2025

Paid From: 15-Jan-2025

Paid To: 21-Jan-2025

Payment Date: 22-Jan-2025

Processed: 22-Jan-2025

Run No: 579

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Reprinted

BSB	Account #	Amount
██████	██████	\$3,056.15

	Taxable	Non Taxable	Gross Pay	Tax Withheld	Deductions	Net Pay
This Pay	\$4,126.15	\$74.00	\$4,200.15	\$1,144.00	\$0.00	\$3,056.15

Payments	Hrs/Units	U.O.M	Pay Rate	Amount
CW1 - Skilled Labourer	12.0000	Hours	\$49.8200	\$597.84
Travel Allowance (\$39)	2.0000	Each	\$37.0000	\$74.00

Leave	Hrs/Units	U.O.M	Pay Rate	Amount	Start	Finish
Personal (Sick) Leave	8.0000	Hours	\$49.8200	\$398.56	15-Jan-2025	15-Jan-2025
Personal (Sick) Leave	8.0000	Hours	\$49.8200	\$398.56	17-Jan-2025	17-Jan-2025
RDO Paid	6.0000	Hours	\$49.8200	\$298.92	20-Jan-2025	20-Jan-2025

*Payout accrued unused RDOs*

Employer Paid	Hrs/Units	U.O.M	Pay Rate	Amount
BussQ (Employer) %	11.5000	Percent	\$1.0000	\$203.31
BERT (Employer) Small Projects	1.0000	Each	\$1.0000	\$91.00
BEWT (Employer) Small Projects	1.0000	Each	\$1.0000	\$10.00
CIPQ (Employer)	1.0000	Each	\$1.0000	\$51.00

Lump Sum Items	Hrs/Units	U.O.M	Pay Rate	Amount
Lump Sum A	48.8212	Hours	\$49.8200	\$2,432.27

Termination Date 20-Jan-2025

ETP's Only	
E.T.P. Date	
E.T.P Tax	\$0.00
Invalidity:	Death Benefit ETP: ..
	Trustee, Depend or Oth (TDO): ..
	Subsequent payment for the same termination in current income year: ..
	Subsequent payment for the same termination in previous income year: ..

**ANNEXURE NR-10**

**VIDEO FOOTAGE FROM MEETING ON 7 APRIL 2025**

**REFER TO NATIVE FILE**

NR-11

22%



iMessage

26 Jun 2024 at 12:21PM

Hi, it's Neile ROSENLUND. Please call when it suits.

26 Jun 2024 at 2:46 PM

Hi Eban. I politely request a meeting with Jade so as to confirm or otherwise what agreement was struck several years ago regarding one of the Company's staff, so as to resolve and be transparent on ways to have an amicable future. I have a doctor's appointment at 9.30 tomorrow morning but I am available thereafter. Say from 10.30 am. Kind regards  
Neile ROSENLUND

We will be there at 11

Thanks Eban

Delivered

247



Text Message



## Rosenlund EBA

Tim Fraser [REDACTED]

Tue 23/02/2016 5:06 PM

To: John Schieber [REDACTED]

John

We have reviewed the EBA, and there are a few issues that we see and would like to discuss further.

1. We don't want to incorporate the Impairment Policy into the EBA. This is fraught with issues for us. We, and our clients, generally have a zero tolerance policy towards drug and alcohol impairment onsite. To not be able to discipline (including dismissal based on the severity of the case), or even issue a warning in the first instance, would not be acceptable. We currently do not implement testing internally (some sites do and we have to comply with that), but if they are caught with drugs or alcohol onsite, they will be dismissed.
2. Current advice from FWC (Kevin Cooper) is that this EBA will not be compliant to the Building Code 2013.
3. Our current EBA excludes site allowance for projects <\$20m. We need to maintain this exclusion.
4. We note that the EBA now make specific inclusion for Supervisors. Rosenlund internal supervision is Salary based, and thus would be excluded from the EBA. Obviously any hire in Supervision would be as per the EBA.
5. Our current EBA made allowance for first 3 months for new employees to be paid at CW3 rates. This allowance has been removed from the proposed EBA. We believe this allowance is important and should be maintained as it allows us to suitably assess new personnel until they are deemed as suitable for our operations and culture. We believe our current employees would also value maintaining this provision, as they don't want to see substandard personnel getting paid the same rates unless they have shown their abilities.

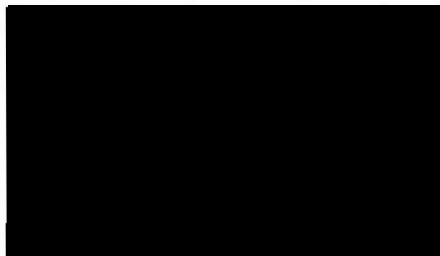
Further to the specific items above, we have an overarching issue with the EBA which follows on from our discussions last year with yourself and Jade. With our business, and hence employees, working between our earthworks and demolition projects, we need to ensure that we can stay competitive in both fields in order to keep everyone happily employed. Whilst we generally feel that the proposed EBA (other than the above highlighted issues), is suitable for our earthmoving side, it has become increasingly difficult to the point of untenable to maintain current EBA conditions across the demolition sector. The number of EBA demolition projects is just not large enough to support an agreement in this area. We need to be able to discuss how we are able to manage this issue.

Regards

Tim Fraser (BEng Civil)

Operations Manager

ROSENLUND CONTRACTORS PTY LTD



*ROSENLUND*

**From:** Neile Rosenlund [REDACTED]  
**Sent:** Thursday, 19 March 2026 12:56 PM  
**To:** Ryan Rosenlund  
**Subject:** FW: Prostate campaign

**Neile Rosenlund** FAIB, Grad Certs Bus&Law(QUT)  
**Chairman**  
**ROSENLUND GROUP of COMPANIES**  
**QBCC Open Builder Lic 74392**



---

**From:** Neile Rosenlund  
**Sent:** Tuesday, July 9, 2024 9:00 AM  
**To:** JIngham [REDACTED] jingham [REDACTED]  
**Subject:** Prostate campaign

Hi Jade. Thanks for the meeting this morning and appreciate the outcome. Can you please provide me the details of the prostate contact.  
Neile  
Sent from my iPhone

On 2 Jul 2024, at 1:38 PM, Neile Rosenlund [REDACTED] wrote:

Hi Jade. Firstly, thank you for your understanding of my own personal health issues. I come from a family, where my paternal grandfather, one of his sons (my paternal Uncle) and 4 of my paternal cousins (all males) have lost their lives due to mental health. Genetics certainly make it a concern of mine. No person is immune from this health issue, and I naturally support any organisation that assists in this. This industry is a tough industry and it “spits out” mental health issues irrespective whether you are an employer or an employee. I should have been a school teacher 😊, my original choice.

I have been asked to become involved in this matter because I was involved historically, over eight years ago. I am not involved in “day to day” union or site works or tenders anymore, nor can I be. I have retired. My role now is to review cashflow to ensure the Company is viable (I have a fiduciary duty); I do that mostly remotely. You are obviously aware that we have been around a long time. The original company that was formed in 1976 (after trading as a partnership of my Father and Mother commencing in 1963) and is

still trading, and I hope that the Company survives me, with the assistance of my family and key staff members. You know we are a Queensland Company whereas most of our competitors at our level are from interstate, and not aligned with CFMEU practices. We have had our spats, before you, . it was with Peter Close or Michael, or Wally. Please allow me to have a chat with you.

We have searched archives and I have enclosed what I believe is the letter that caused so much offence. It was sent to one of the Union organisers at the time to show openness. I would consider the offending paragraph would be paragraph 2?

At the time I can remember that we were having negotiations with the CFMEU about a new EBA. At the time it had to be 'code compliant', a new step being introduced by the Government at that time. Our emails show that we were using Greg Power from Drayton Consulting to provide advice. The EBA draft sent by CFMEU to Rosenlund wasn't "code compliant" on advice from Greg Power who received the information from the offending person at FWA. It was not Tim Fraser. I have the emails. Tim only referred what he received on, in the email to Schieber. The words "current advice from..." do not prove that Tim spoke to them at all. Tim did however write the letter to John Schieber (your organiser). Nothing was covert. If you have other information about this, I would really like to hear or see it, as the FWC may have lied on a document that was used against the Union, and we could do a "Freedom of Information" search to take action against them. I just don't know.

I once again ask for a meeting with you, to understand what it is, that has caused us so much grief and obviously upset yourself, and plead for some reprieve for Tim. It has affected him greatly, as it appears he is a man convicted without any trial or at least explanation.

Whilst, we can work with Tim not directing onsite employee (your members), I personally ask that Tim be able to visit sites to view progress, view demolition methods/safely, and discuss the project with the Safety Manager and Supervisors. Its to the benefit of all that this occurs. Please review our safety record against any of our peers. We are without peer. Your members go home safely given our management and safety systems.

I also enclose an attached letter sent to selected Senators in support of the CFMEU's position in November 2017.

No BCCs in this email.  
I am at your disposal.

Kind regards,  
Neile

---

**From:** Jade Ingham [REDACTED]  
**Sent:** Tuesday, November 18, 2014 9:31 AM  
**To:** Neile Rosenlund [REDACTED]  
**Subject:** Re: Meeting request

How's Monday 10am Neile?

Jade Ingham  
Assistant State Secretary  
CFMEU Q/NT  
Construction & General Division

On 17 Nov 2014, at 14:43, "Neile Rosenlund" [REDACTED] wrote:

Hi Jade. Just back in the Country. Re meeting, your office. I have a clear day tomorrow up to 12.30. Wednesday all clear. Thursday up to 11.30 is fine. Friday is clear. Please advise?

Kind regards

Neile

---

From: Jade Ingham [REDACTED]  
Sent: Monday, 10 November 2014 7:53 PM  
To: Neile Rosenlund  
Subject: Re: Meeting request

Neile my apologies for not responding. I've returned from leave today. This week is impossible for me, can we catch up for a chat next week?

Jade Ingham  
Assistant State Secretary  
CFMEU Q/NT  
Construction & General Division

On 29 Oct 2014, at 16:07, "Neile Rosenlund" [REDACTED] wrote:

Hi Jade. I didn't see you at the awards night. It was a good night. One of our apprentices picked up an award which makes us, as her employer feel good.

I really do need to have a meeting with you to discuss our options. We are bidding and losing to competitors who do not have the same rates of pay and conditions as us or our subcontractors on many direct bids to developers. It is significant as we know that the price variations from non eba subcontractors and eba contractors is substantial. And now, we have another developer discussing a significant early works demolition project. We, our employees, and our subcontractors just cannot continue to be non-competitive in a very tight market place, where our clients are totally driven by the bottom dollar.

We can implement strategies to bring us more in line with our non eba competitors, but as always, I would value your opinion, and negotiations.

[Neile Rosenlund](#) M.A.I.B

<image002.jpg>

**Managing Director**

**ROSENLUND CONTRACTORS PTY LTD**



[www.rosenlund.com.au](http://www.rosenlund.com.au)

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<0332\_001.pdf>

<3112\_001.pdf>

**Accepted: Neile Rosenlund - 0438 073 164**

This event occurred 1 year ago (Tue 2024-07-09 7:00 AM - 7:30 AM)

CFMEU Office, FEDFA Room - 16 Campbell Street, Bowen Hills

You accepted Didn't respond 1 accepted on 2024-07-05 9:20 AM

---

Neile Rosenlund  
To: Jade Ingham [REDACTED]

You accepted

Reply Reply all Forward ...

Fri 2024-07-05 9:20 AM

---

Reply Forward

Follow up